



MISSOURI CITY/COUNTY MANAGEMENT ASSOCIATION

## MEMBER-IN-TRANSITION HANDBOOK

Prepared by the Missouri City/County Management Association Membership Outreach Committee

Adopted by the MCMA Board of Directors \_\_\_\_\_

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# Introduction

The Missouri City/County Management Association (MCMA) has created this "Member-In-Transition" Handbook (Handbook) as a guide for MCMA members who are fired, forced to resign or otherwise are involuntarily separated from employment by a local government. Included you will find information regarding both MCMA and ICMA membership services, model severance and employment agreements, and a variety of advice and "lessons learned" from managers and administrators regarding "transition" of employment.

MCMA Members-in-Transition are encouraged to avail themselves of the resources provided in this guide and are encouraged to stay connected with MCMA and ICMA and its members throughout their transition. The Handbook offers advice, suggestions and wisdom from which all managers, in transition or not, can benefit. The overall MIT program is overseen by the Board of Directors with assistance from the Membership Outreach Committee.

The Handbook was updated by the 2022 Membership-Outreach Committee: Scott Avery, Steve Crowell, Greg McDanel, Anna Mitchell, Andrea Muskopf, Michael Padella, Steve Rasmussen, Shelby Tuefel, and Fred Ventresco under the direction of MCMA President Ben DeClue and the MCMA Board of Directors.

## Purpose of this Handbook

The MCMA Members-in-Transition program provides a support system for MIT members during periods of transition between public sector management positions. A combination of direct and indirect assistance is designed to assist the member personally and professionally while in a transition status.

The best time to address issues which may be pertinent to a transition in employment is BEFORE such services are needed, such as through an initial employment agreement.

## MIT Definition

A Member-in-Transition is an individual whose last professional position was held in the local government sector in Missouri and is a member in good standing of MCMA. The member must be actively seeking employment by pursuing local government positions throughout the state and/or in other states. Members will continue to be considered a MIT for up to 24 months following loss of employment or until accepting full time employment, whichever occurs first.

Members of MCMA who are in employment transition as defined herein are eligible for various services to support the Member. Other resources may also be available from other professional sources.

# For Members “About to be in Transition”

The following checklists represent possible indicators that might be apparent (or not) when a member's job is in jeopardy, and what steps to consider if there are such signs. While no one hopes to be in this difficult position, the reality is that one day it may happen. Remember, during these difficult times Senior Advisors are there to help, and they will keep all conversations in confidence. See pages 6 and 9 for more details on the Senior Advisors Program.

## Signs of Trouble

- Your appointment was not unanimous.
- Delayed annual reviews/not unanimously approved.
- Unexpected executive sessions without you included.
- "'I/we' aren't being informed." or "Only the mayor is being told."
- "Too many secrets around here."
- "Why do we do things this way"?
- Sharp public questions on relatively mundane matters.
- Chastising staff at public meetings.
- Complaints of unresponsiveness to a request for information.
- Usually calm, pedestrian budget meetings become hostile.
- Minor, annual audit-management letter item generates controversy.
- Drastic change in the makeup of the governing board.
- Newly elected officials have had no prior experience/involvement in local govt. or community affairs.
- Single-issue candidate is elected.
- Mayor is isolated from the other council members.
- An elected official asks, perhaps jokingly, "Were any of us on the council when [put in your name here] was hired as manager"?
- Governing Body fights about routine things, i.e., approval of minutes, council member expenses, etc.
- Elected official wants to see staff performance reviews.
- Favorite department head, local business, resident "meddling."
- Second-guessing of your decisions.
- You are an election issue.
- You are the subject of a newspaper editorial.
- You are losing the passion.
- You care too much.
- You feel out of sync and want out of the "fishbowl".
- You think, "The new mayor/council will see how good I am."
- You dread going to council meetings.
- You do not take vacations.

## Steps to Take in Working with Elected Officials

- Do not hunker down.
- Know yourself and be yourself.
- Always be professional, even if "they" are not.
- Adhere to the ICMA Code of Ethics.
- Let elected officials take the credit.
- Always take the call from the mayor/councilperson.
- Request feedback.
- Do not break the "no surprises" rule.
- Do not dismiss lightly any of the signs.
- Have a solid employment agreement.
- Be responsive and document the response.
- Double efforts to provide all elected officials with the same info at the same time- both timely and frequently.
- Do not play favorites.
- Do not forget your supporters.
- Remind the council of precedent.
- Do not underestimate the tyranny of the minority (even one).
- Affirm your staff support.
- Do not be afraid to ask for help from Senior Advisors, colleagues, and family.
- Hold a thorough orientation session for newly elected officials and invite the veterans.
- Provide all candidates for office such information as council meeting agendas, budgets, and so on, and offer to meet with them.
- Do not let the problem fester.
- Suggest a team-building session.
- Develop a work plan to which all can agree.
- Do not criticize a candidate or a sitting, elected person publicly or privately.
- Continually remind yourself that the council/manager relationship is boss/subordinate.
- Do not overstep your authority.
- Consider every newly seated council as one you must impress.
- Know when and how to prepare for a transition.

Source: *City/County Management in Illinois* newsletter, December 2005, published by the Illinois City/County Management Association

## 'Things to Get Fired For'

Through your critical role as a city manager/administrator you may find yourself in some difficult or unpleasant scenarios that may be beyond your immediate control. When faced with such difficult situations it is important to maintain your moral and ethical code and not compromise these in the hope of securing favor. Know that your professional network of fellow colleagues, MCMA, and ICMA memberships are there to support you, but at the end of

the day only you can make the most difficult decisions regarding your current situation. You may be surprised to find that losing your current job will ultimately make you a better manager/administrator, especially if you were able to maintain your principles. Here are some aspirations to think about as you face such challenges:

- Living up to the ethical standards of the profession.
- Living up to the reformist spirit of the profession.
- Living up to the legacy you want to be remembered for.
- Living up to the nobility of getting fired for the right reasons.
- Living up to the vision you want your children to have of you when you are gone.
- Living up to the values of democracy.

Source: Bullet points provided by Strategic Government Resources (SGR) - Ron Holifield.

### **What the Member Should do When Asked to Resign**

1. **Do not** volunteer your resignation until you have worked out a satisfactory written separation/severance agreement approved by the council (*see the Model Separation Agreement in this manual*).
2. Councils/board usually want the manager to resign quietly (to avoid public controversy).
3. Managers/administrators at first often feel that they should accede to the resignation request but upon reflection decide that they should not resign unless they can do so “on terms with which they can live.”
4. Councils/boards usually are willing to provide severance benefits (dollars, time, and employee fringes) if the manager/administrator will voluntarily submit his/her resignation (with those benefits usually larger than those provided for in the manager’s employment agreement).
5. Members should consider hiring an attorney versed in employment law to negotiate a written separation agreement detailing the terms of separation. This is recommended so as to avoid any misunderstandings and to do a better job than the manager can do by himself/herself.

### **Immediate Steps**

- If the Member is a member of ICMA, contact ICMA Member Services at (202) 962-3680 or email them at [ICMA Membership](#) to notify them of your change in employment status. ICMA can provide information about positions available throughout the country. You can also seek advice from their Members-in-Transition staff. Also, look at ICMA’s website at [www.icma.org](http://www.icma.org) or the Members-in-Transition link: <https://icma.org/members-transition>.

- Contact the MCMA Program Director, Emily Koenigsfeld, at (573) 635-9134, or [email](#) her to notify MCMA of your change in status. Provide MCMA with updated home address, phone number, and email so MCMA MIT correspondence can continue to be received.
- [Equilibrium](#) – Tools for the resilient manager, mental, financial well-being.
- Contact a [Senior Advisor](#) for general support and severance information.
- Check the status of your health insurance coverage and apply for COBRA benefits if necessary.
- Apply for unemployment benefits by contacting the [Missouri Department of Labor](#). Rules vary from time to time. The state can interpret the current rules for you.
- Call neighboring managers.
- Contact any member of the MCMA Board of Directors found in your [Membership Directory](#) or any MCMA member with whom you are acquainted for general support and information.
- Network with regional commissions and public, non-profit and university entities and private sector consulting firms to identify temporary assignments for Managers-in-Transition (MIT).
- Update your resumé and interviewing skills.
- Consider counseling for yourself and your family.
- Check MCMA Newsletter, MCMA website, ICMA Newsletter, ICMA website ([www.icma.org](http://www.icma.org)). Member Benefits section and Members-in-Transition section, ASPA Newsletter, college placement office, outplacement firms, and executive search firms for possible employment.

## **Exit Strategy**

It is important for the Member to have an exit strategy. The goal is to help manage how one leaves the job. This strategy includes legal assistance and the need for a severance or separation agreement.

## **Legal Assistance**

If a Member-In-Transition requires legal assistance, they are encouraged to contact an attorney who has specialized knowledge in the field of municipal government and labor relations in the state of Missouri, who can advise or represent managers and administrators in negotiations with city councils or county boards, or in helping to enforce termination agreements. Many attorneys with this specialized knowledge often represent cities and are reluctant to take cases in opposition to cities. Many times, seeking advice can identify high

quality, reasonable options not always evident at first glance. See page 9 under MCMA Services/Resource item #4 for additional information.

### **Suggested Severance Package Tips**

The following section was taken from the California City Management Foundation publication "Resource Guide for City Managers in Transition." We have not added all of these suggestions to the proposed Severance Agreement; however, we suggest you may want to consider these issues when discussing this matter with your attorney.

These comments were offered by city managers based on their experiences in the separation process. Several managers noted that it is best for all severance provisions to be provided in advance and contained in the employment agreement. However, since it is usually not possible or can be awkward to consider during employment negotiations everything that could be of concern later, some of the following suggestions may assist managers/administrators going through a separation process and should be considered if putting a severance agreement in place. Speaking with other managers who have gone through a similar experience and reviewing other separation agreements may also be helpful.

- Consult with/hire an attorney who is familiar with public sector chief executives and consult with him/her before making any formal or informal agreements with the city council. Do not try to work out an agreement by yourself, even if you think you can represent your own interest. You may regret it later.
- MCMA has an association benefit through which a MIT may consult with an attorney licensed in Missouri and familiar with public sector law. To initiate the attorney consultation benefit, contact the MCMA staff liaison.
- Media relations:
  - Mutual Non-disparagement Clause: Agree with the city council that neither side will speak negatively about the other; cite "philosophical" differences and wish each other well.
  - Stipulate in the separation agreement who can speak to the media and what they will say. Add accountability to the separation agreement (e.g., if the manager violates the "speak no evil about the council" provision, severance provisions would cease; if the council violates it, severance would double, in addition to protecting your legal rights for future recourse).
  - Develop a mutually agreeable "news release."
  - Draft a letter of resignation in such a way that it says what the manager wants the media to know. Let the letter speak for itself, rather than commenting further to the media.
  - Stay away from the media for a couple of days to let things die down. When

you do talk, do not talk about the council (it will not help). Talk about the things you are proud of in your tenure. Make no public pronouncements defending yourself; always take the high road.

- Remember that your greatest asset is your professional reputation. The way you exit creates a lasting image and reflects on how you value your work and your colleagues.
- Get a letter of reference signed at the time the separation agreement is executed.
- Stipulate that the Member's personnel file is sealed, and only he or she can authorize its release.
- Obtain continued medical benefits for a period of time after separation.
- Secure payment of all sick leave, administrative leave, and vacation leave.
- Weigh the advantages/disadvantages of a payoff of contract terms vs. staying on the payroll.
- Vest in deferred compensation accounts for the entire year.
- If the council expects to receive advice or assistance from the Member after the separation, make sure the length of the commitment and the compensation are clear.
- Negotiate for use of city vehicle, clerical assistance, computer, office equipment for specified period of time.
- Obtain transitional outplacement services paid by the city/county (i.e., resume writing, skill building, etc.).
- Download your internet bookmarks; print out or copy your electronic address books; purchase a printer/scanner/fax machine, create new business cards; decide which work-related periodicals you want to personally subscribe to; maintain contact with area managers and other professional associations.
- Prepare a list of accomplishments during your tenure for future reference as you begin your job search.
- Talk to your accountant and the city's/county's Human Resources point of contact to appropriately adjust the withholding exemption.
- If a city/county mobile phone was assigned to you, make a request to keep the same phone number, and/or purchase the mobile phone from the city/county.
- Check with your accountant and your retirement system to determine the fiscal impact of choosing a lump sum method of severance payment versus on-going

payments for a specified amount, the total amount as agreed to in a severance provision of the employment agreement, or that is negotiated separately with the City Council (*Missouri Local Government Employees Retirement System, LAGERS - for most Missouri cities, at 1-800-447-4334 or [www.molagers.org](http://www.molagers.org)*).

- Remember that “separation” includes being “asked to resign,” and you should make sure the language in your employment agreement for receiving a severance, and any follow-up separation agreement, clearly defines severance coverage for accepting the resignation request.
- Be sure that an appropriate and legal approval process is followed by the Mayor and City Council regarding a formal separation agreement and/or severance package.
- Have the city/county designate in writing one official city/county representative to be the contact person responding to inquiries, including for responses for references and/or employment verification.
- Do not preclude the opportunity to work for the city/county again.

For an example **Severance (Separation) Agreement** refer to Appendix 1 at the end of this document.

## For Members “In Transition”

### Support System

Your professional network of MCMA, ICMA, other colleagues, and contacts are your best resource. Be sure to use them by notifying them directly, through MCMA Listserv, or the other designated points of contact for MIT's. MCMA Members interested in MIT related services should contact:

Emily Koenigsfeld, Program Manager, at (573) 635-9134, or [email](#) to notify MCMA of one's change, or pending change, in employment status.

If one is a member of ICMA, contact ICMA Member Services at (202) 962-3680 or email them at [membership@icma.org](mailto:membership@icma.org) to notify them of your change in employment status. ICMA can provide information about positions available throughout the country. MITs can also seek advice from ICMA's Members-in-Transition staff. Also, look at ICMA's website at [www.icma.org](http://www.icma.org) or the Members-in-Transition link: <https://icma.org/members-transition/>.

[Senior Advisors](#) are available for assistance through ICMA.

## MCMA Services/Resources

1. Member notification: Subject to MIT's preference, MCMA will contact other MCMA Board members, other MCMA members, and area Range Rider(s) notifying them of the MIT status. In addition to notifying MCMA, MIT should contact ICMA directly.
2. Waiver of MCMA Membership Dues: MCMA will waive membership dues for up to 24 months, with an option for up to an additional 12 months, subject to approval by the MCMA Board. MITs will retain MCMA membership privileges of the MIT's current membership category.
3. Waiver of MCMA conference registration: MCMA will waive all conference registration and fees for up to four conferences (spring conferences and winter workshops) during the time Member is in transition.
4. Initial legal services: Any eligible MCMA Member participating in the legal services program will be entitled to one hour of consultation with a designated Missouri municipal attorney. This inquiry/contact could be for any employment related matter, e.g., being terminated, severance agreement review, a new contract, being placed on probation, etc. After an eligible MCMA Member has exhausted his or her initial legal consultation, the member may continue services with the attorney at a discounted rate to be paid directly by the member.
5. MCMA Listserv: Continue to be included on the MCMA listserv for duration of MIT status
6. Access to the Membership Outreach Committee: The Membership Outreach Committee consists of managers/administrators available, on a confidential basis, to MCMA Members-in-Transition. Their role is to provide confidential peer counseling, support, and advice to Members-in-Transition.
7. Access to MIT Handbook. The *MIT Handbook* offers advice, tools, educational materials and other resources to MITs.
8. Resumé review: Membership Outreach Committee members are available to review MITs resume, supporting documents, employment application materials, etc. upon request.
9. Access to model documents: MCMA offers samples of various model agreements to include employment agreements and severance agreements, see Appendices 1 - 2.

MCMA members are encouraged to contact fellow managers and administrators who are in transition. MCMA members can help Members-in-Transition in the following ways:

- Hire a Member-in-Transition for interim work and special projects.

- Provide office space and equipment for Member-in-Transition.
- When going to ICMA or MCMA conferences, invite a Member-in-Transition to share a room at no cost.
- Monitor the environment. As one hears about a Member who may be in jeopardy of being terminated,
- MCMA members are encouraged to contact either the MCMA President or one of the Senior Advisors.

Limitations: The above policy is designed to assist Member-In-Transition within one's own comfort zone. Every effort must be made to respect the manager/administrator in transition's dignity, desire for privacy and comfort with each level of support available.

### **ICMA Services/Resources**

For those who are members of ICMA the following services and resources are available to you. If you are not currently a member you may wish to join ICMA, the initial membership fee may be waived for Members-In-Transition.

1. Your membership dues may be waived for up to three years (in six-month increments) while you are in transition and actively seeking local government employment.
2. You will continue to receive the "ICMA Newsletter" and "Public Management" (PM) magazine.
3. You will retain all membership privileges of your current membership category.
4. You may receive complimentary registration to the next formal conference. Special instructions are on the conference registration form.
5. You have access to personal support from the ICMA leadership, Senior Advisors, and members to deal with issues of severance, relocation, and job hunting. ICMA Member Services can direct you to the right place depending on your question.
6. You will receive a copy of "Notes from Beachcombers" and the January 1992 issue of "Public Management" magazine dealing with being in transition.
7. At your request, you can be listed, in the "ICMA Newsletter" as being in transition to let your colleagues know where you are and to receive support from them.
8. ICMA Website: <http://icma.org/>

## Job Search and Guidance

You can conduct an internet search for “municipal search firms” or visit the following websites and professional links:

**ICMA’s Job Center** at <https://icma.org/job-center>. The ICMA Job Center offers a database of current job openings for local government professionals. Positions listed are with local governments, related local government and nonprofit organizations, and universities. The Job Center also offers an online resume service and job agents for ICMA Members. Log in on the right side of the page to take advantage of these services.

The **Job Opportunities Bulletin (J.O.B.)** is published every two weeks, on alternating weeks from the *ICMA Newsletter*. *J.O.B.* is posted at [www.icma.org](http://www.icma.org) by the Thursday prior to the publication date.

The **MML website** contains a listing of job openings and is updated continuously. Visit <https://mocities.site-ym.com/networking/> to see a current listing of jobs that are available in and around Missouri. If you have difficulty accessing these resources, contact the MML office at (573) 635-9134.

## For Members “Exiting Transition”

Once you are invited to interview for new position(s) and/or have been extended an offer of employment, it is important to take pause and think through your next steps before accepting said job offer. It is suggested that you utilize legal services to review and/or negotiate an Employment Agreement with your new prospective employer. Do not forget that Initial Legal Services may be available to you through your MCMA membership if you have selected that optional benefit. The initial legal services cover the first hour of consultation for “free” and subsequent time is billed to you at a reduced rate thereafter.

For an example **Model Employment Agreement** refer to Appendix 2 at the end of this document.

## **Appendices**

**Appendix 1: Example Severance (Separation) Agreement**

**Appendix 2: Model Employment Agreement**

# **Appendix 1:**

## **Example Severance (Separation) Agreement**

The following is a sample severance agreement. Should you decide to use this agreement, be sure to review it with your personal legal counsel before execution

### **Separation Agreement**

This separation agreement is made and entered into this    day of 20  , by and between the City of    herein after referred to as the City and    herein referred to as Manager/Administrator.)

The City has asked the Manager/Administrator to resign effective \_\_\_\_\_.

In consideration of the Manager/Administrator resigning as the City Manager/Administrator effective \_\_\_\_\_, the City and the Manager/Administrator do here by agree as follows:

1. The City shall provide the Manager/Administrator a severance payment in accordance with the terms of the existing contract, normally ranging from six months to one year of salary of the current rate of pay of said Manager/Administrator. This severance shall be paid in a lump sum unless otherwise agreed to by the City and the Manager/Administrator.
2. The Manager/Administrator shall also be compensated for all accrued sick leave, vacation time, all paid holidays and executive leave. The City agrees to make a contribution to the Manager/Administrator's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
3. If the lump sum method of payment is not used, and the Manager/Administrator decides to accept on-going payments the same as being on the payroll for the agreed upon severance amount, the Manager/Administrator shall be considered as a regular full time City employee and shall receive, at the City's normal expense percentage, all of the usual and customary benefits received by other full time employees of the City including, but not limited to:
  - a) Health insurance for the Manager/Administrator and his/her dependents.
  - b) Life insurance in the amount received when he/she was Manager/Administrator;
  - c) Short term and long term disability;
  - d) Car allowance or payment of lease, or provide option to buy City vehicle at depreciated value;
  - e) Outplacement services should the Manager/Administrator desire them in an amount

not to exceed \$10,000;

- f) Secretarial and office services provided the Manager/Administrator at no cost; and,
- g) Any other available benefits, i.e., technology allowance, state and/or city retirement contributions (could factor into retirement calculations), etc.

4. The City agrees that it shall give the Manager/Administrator a favorable reference upon request of any prospective future employer of the Manager/Administrator.
5. The City agrees that it shall perpetually defend the Manager/Administrator and hold him/her harmless and shall indemnify him/her against any pending or future litigation, claims, demand, or other legal action, whether groundless or otherwise, arising out of the Manager/Administrator's performance duties, responsibilities or obligations or inactions during the course of his/her performance duties. Should the Manager/Administrator be named as an individual and the City's insurance carrier or risk management agency issues a reservation of rights or other document advising the City it will neither defend nor indemnify such claim, the City shall provide for the defense and pay for all said expense and indemnify such claim.
6. If the Manager/Administrator is terminated because of a conviction of a felony, then the City is not obligated to pay severance as defined in this Agreement.
7. This agreement sets forth and establishes the entire understanding between the City and the Manager/Administrator relating to the severance of the Manager/Administrator by the City. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement.
8. This agreement shall be binding on the City and the Manager/Administrator as well as their heirs, assigns, personal representatives, and successors in interest.
9. If the invalidity or partial invalidity of any portion of this agreement is held invalid, the remaining provisions shall be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.
10. The City and the Manager/Administrator do both agree that they will exercise good faith in the performance of all provisions of the Separation Agreement.

For the City of \_\_\_\_\_.

By Mayor \_\_\_\_\_, Dated \_\_\_\_\_.

By Manager/Administrator \_\_\_\_\_ Dated \_\_\_\_\_.

Attested: \_\_\_\_\_, City, Dated \_\_\_\_\_.

End of Document

## Appendix 2:

### Model Employment Agreement

The following documents serve as model employment agreement templates for administrators of municipal governments. Complete in its content, the agreements covers a wide array of topics including business expenditures, performance evaluation, relocation expenses, indemnification, and many more. The agreements provides additional language on various topics, allowing local governments to choose the option which best fits their organization.

Electronic copies of the agreements can also be found online at their respective websites: [www.mcma.org](http://www.mcma.org) and [www.icma.org](http://www.icma.org).

**The following sample Employment Agreement was provided by Attorney Steve Mauer for reference; members should consult with their legal counsel regarding their specific circumstances.**

#### EMPLOYMENT AGREEMENT (Missouri)

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:**

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City Clerk

**CITY ADMINISTRATOR:**

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[Name]