

City Administrator Contract

Review Committee Packet

02/23/2024

**AMENDMENT AND EXTENSION OF CITY ADMINISTRATOR
EMPLOYMENT AGREEMENT**

EFFECTIVE DATE OF EXTENSION: July 1, 2024

PARTIES:

City of Malden, Missouri, a municipal corporation (City)

Ivone Smith, City Administrator

BASE SALARY: \$100,000.00

WHEREAS, the City of Malden has adopted Ordinance Number 2866 authorizing the employment of a City Administrator and setting forth the qualifications and duties thereof, and

WHEREAS, on January 1, 2019, the City of Malden, by and through its Mayor and Council, approved the appointment of Ivone Smith as City Administrator, and

WHEREAS, the employment agreement, as extended, expires June 30, 2024,

WHEREAS, the Parties have agreed to amend and extend the terms of the Agreement effective July 1, 2024 through June 30, 2027,

THE PARTIES AGREE that the following shall govern the terms and conditions of City Administrator's employment by the City.

1. **Duties.** City Administrator acknowledges receipt and agrees to perform the requirements and duties of the City Administrator and Chief Superintendent of the Board of Public Works as specified in Malden City Ordinance 2866 and Sections 77.042 and 77.044, RSMo. (all of which are incorporated as if fully set forth herein) and those set forth by the City Council which do not conflict with said Ordinance or Statutes. The City Administrator shall undertake no employment except as authorized under this Agreement.
2. **Expiration Date.** The Expiration Date of this Agreement shall be June 30, 2027. The Expiration Date may be extended as provided in Paragraph 15, below.
3. **Compensation.** City shall pay City Administrator an annual base salary of \$100,000 in installments on a schedule as set forth by the City for managerial employees.
4. **Review Prior to Expiration.** No later than one hundred eighty (180) days prior to the Expiration Date of this Agreement, the Mayor of Malden shall appoint a committee consisting no less than three and no more than four members of the

Malden City Council to review the terms of this Agreement, including the compensation provided for herein. The Mayor shall serve as Chair and a voting member of the Committee. No later than sixty (60) days following its appointment, the Committee shall present a recommendation to the Council for extension, termination, or modification of this Agreement, including compensation. Extension, termination, or modification shall be subject to the remaining provisions of this Agreement. Should the Council fail to extend, modify or terminate this Agreement by its Expiration Date, City Administrator's employment will the City shall continue on an at-will basis until otherwise terminated by the Mayor or by majority vote by the City Council.

5. **Group Health and Disability Insurance.** City agrees that City Administrator may be enrolled in the City's group health, life, disability, and other insurance plan(s) under the same terms as provided to full-time managerial employees.
6. **Sick, Personal, and/or Vacation Leave.** City Administrator shall accrue sick, personal, and/or other leave commensurate with length of service pursuant to such policies as may be adopted by the City for managerial employees.
7. **Automobile.** City shall provide City Administrator reasonable use of an automobile for use in conjunction with City Administrator's duties. Said automobile shall be owned or leased and insured by City under the same terms and coverage limits as all vehicles owned or leased by the City.
8. **Retirement.** City shall enroll City Administrator in all retirement systems and shall contribute to such system(s) at the same rate(s) as provided to all managerial employees of the City.
9. **Expenses.** City shall pay all of the following expenses reasonably incurred by the City Administrator:
 - A. All professional dues and subscriptions necessary for participation in local, state, or national organizations deemed beneficial for the City.
 - B. Registration and travel, and per diem expenses for meetings, seminars, conferences, and/or professional development education related to the furtherance of City Administrator's duties. Prior to the accrual of registration and travel expenses, City Administrator shall receive the approval of the Mayor, which shall not be unreasonably withheld so long as funds are budgeted for the same.
 - C. Other general expenses reasonably incurred by City Administrator in the furtherance of City Administrator's duties and evidenced by receipt or voucher.
10. **Termination.** City Administrator may terminate this Agreement by delivering no less than thirty (30) days' written notice to the Mayor. City may terminate this Agreement with or without cause upon a vote of a majority of the City Council and

consent of the Mayor or upon a 2/3 vote of the City Council without consent of the Mayor. Termination by the City shall be governed as follows:

- A. If termination by the City is without cause, City Administrator shall receive compensation equal to one-half year's base salary and accrued sick, vacation and personal days.
- B. If termination is with just cause, as set forth below, City Administrator shall receive only such compensation as is owed at the time of termination, along with compensation equal to City Administrator's accrued sick, vacation and personal days. A termination of this Agreement
- C. "Just Cause" shall be defined as one or more of the following:
 - i. Willful and intentional neglect or dereliction of duty, including refusal to carry out the requirements of state law, local ordinance, or duly authorized directive of the City Council acting through ordinance or resolution,
 - ii. A conviction or plea of guilty for any felony,
 - iii. A conviction or plea of guilty for any misdemeanor for a crime involving moral turpitude,
 - iv. Any act in violation of the provisions of the fidelity bond required by Ordinance,
 - v. Inability of the City Administrator to perform the duties set forth above due to permanent or legal disability,
 - vi. Inability of the City Administrator to perform the duties set forth above due to injury or illness for a period in excess of 30 calendar days beyond accrued sick, personal, vacation, and/or any additional local, state or federally-mandated leave periods, or
 - vii. Termination by the City of this Agreement on or after its Expiration Date.

- 11. **Performance Review.** City Administrator agrees to submit to an annual performance review scheduled during the time period set forth by the City's performance review policy. City Administrator shall notify the City's Mayor not less than thirty days prior to the commencement of this time period. City's Mayor shall appoint a committee consisting no less than three and no more than four members of the Malden City Council to conduct said review and evaluate City Administrator's performance of all duties set forth under this Agreement. The Mayor shall serve as Chair and a voting member of the Committee. The Committee shall issue a written evaluation to the City Administrator and remainder of the City Council within thirty (30) days of the review.
- 12. **Working Hours.** Due to the nature of the duties required under this Agreement, City Administrator shall be allowed to establish a flexible work schedule for the performance of those duties.
- 13. **Indemnification.** City agrees to indemnify and defend City Administrator against any claim or demand in tort, negligence, professional liability or any other cause of action arising out of any act or omission alleged to have occurred in the performance of City Administrator's duties, judgment or discretion as City Administrator, unless said act or omission resulted from City Administrator's willful, malicious or wanton

conduct. The City shall provide independent legal counsel for City Administrator in all claims asserted against the City and City Administrator jointly or under such circumstances as City Administrator reasonably believes a legal conflict of interest may exist between City Administrator and City. Said representation shall be provided through the final determination or settlement of any demand or cause of action, including appeal, however, City shall reserve the right to settle any claim without confessing liability on the part of City Administrator.

- 14. **Fidelity Bond.** The City, through its Mayor and Council, may select any qualified surety to issue the fidelity bond required to be filed by the City Administrator by Ordinance. The cost of said bond shall be paid by the City.

- 15. **Modification or Extension of Agreement by Mutual Assent.** City and City Administrator may modify any term of this Agreement or extend the Expiration Date by Mutual Assent. For purposes of this Agreement, “mutual assent” shall require the written agreement of City Administrator and a vote of a majority of the City Council upon recommendation of the Mayor or upon a 2/3 vote of the City Council without consent of the Mayor.

- 16. **Entire Agreement.** City Administrator and City acknowledge this Agreement to be the entire understanding between City Administrator and City and that neither party may modify or terminate this Agreement except as provided herein.

- 17. **Severability.** Should any Paragraph of the Agreement, or any portion thereof, be deemed invalid, all Paragraphs and portions thereof not deemed invalid shall remain in full force.

SIGNATURES

City Administrator

Approved this ____ day of _____, 2024 by the Malden City Council.

Mayor

Attest