

## **EMPLOYMENT AGREEMENT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Columbia, Missouri, a municipal corporation, (hereinafter called "Employer") and De'Carlton Seewood, (hereinafter called "Employee").

The parties agree as follows:

### **Section 1: Appointment**

Employee is appointed City Manager of Columbia, Missouri effective January 15, 2022 for an indefinite term and Employee shall serve at the pleasure of the City Council.

### **Section 2: Duties and Authority**

Employee, as City Manager, shall perform the duties and functions specified in the Columbia City Charter and City Code of Ordinances and shall perform such other duties and functions assigned by the City Council.

### **Section 3: Compensation**

A. Base Salary: Employer agrees to pay Employee an annual base salary of Two Hundred Thousand Dollars (\$200,000.00), payable in installments at the same time that the other City employees are paid. This agreement shall be automatically amended to reflect any salary adjustments made from time to time as provided herein.

B. City Council action shall be required for any merit or performance pay increases in compensation. Pursuant to Section 20 of the Columbia City Charter, any such increase in salary shall be fixed by ordinance.

C. Any cost of living adjustments granted across the board to all other City employees and approved by the City Council after January 1, 2022 will also be granted to Employee. No further action on the part of City Council shall be required to implement an across the board salary adjustment.

### **Section 4: Health, Disability and Life Insurance Benefits**

The Employer agrees to provide health, dental, disability and life insurance for Employee equal to that provided to all other permanent, full-time City employees and upon the same terms and conditions as provided to other permanent, full-time City employees.

### **Section 5: Vacation, Sick, and Other Leave**

Employee shall be entitled to four (4) weeks of vacation. Sick leave and all other leaves shall be the same as provided to all other permanent, full-time City employees.

## **Section 6: Vehicle Allowance**

Consistent with the current policy for department heads and set forth in Section 19-113(d) of the Columbia City Code, Employee shall receive a vehicle allowance of Two Hundred Eighty-five Dollars (\$285.00) per month.

## **Section 7: Retirement**

A. Employee shall be entitled to participate in the Missouri Local Government Retirement System (LAGERS) in accordance with the statutes and rules governing that system and the plans adopted by the City of Columbia.

B. Employer shall contribute to a Section 457 deferred compensation plan account in the same percentage and according to the same options and in the same manner as offered to all department head employees of the City (currently 5%).

C. Employee may participate in Employer's Section 401(a) money purchase plan offered to all City employees. As currently set forth in Section 19-110(e) of the Columbia City Code, Employer will match contributions of Employee up to a maximum of two percent (2%) of Employee's compensation.

## **Section 8: General Business Expenses**

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, conferences, seminars, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the Missouri Municipal League, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

## **Section 9: Separation Pay**

If the City Council removes Employee from office, or if Employee resigns by mutual agreement with the City Council, the Employer shall provide a minimum separation payment equal to six (6) months' salary at the then current rate of pay. This separation pay shall be paid in a lump sum unless otherwise agreed to by the Employer and the Employee. No separation pay shall be made if Employee voluntarily resigns. If the Employee is removed from office because of a conviction of a felony, then the Employer is not obligated to pay separation pay under this section.

Upon resignation or removal from office, Employee shall be compensated for all accrued vacation and holiday leave as provided in city policies pertaining to all permanent, full-time city employees at the time of such resignation or removal from office.

### **Section 10: Resignation**

If Employee voluntarily resigns his position as City Manager, Employee shall provide a minimum of three months' notice to Employer unless the parties agree otherwise.

### **Section 11: Performance Evaluation**

Employer shall annually review the performance of Employee in February and/or March subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

### **Section 12: Hours of Work**

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

### **Section 13: Outside Employment**

The employment provided for by this Agreement shall be Employee's sole employment.

### **Section 14: Other Terms and Conditions of Employment**

Except as otherwise provided in this Agreement, Employee shall be entitled to the level of benefits that are enjoyed by other appointed employees, department heads or general permanent full-time employees of Employer.

### **Section 15: General Provisions**

A. **Integration.** This Agreement sets forth and establishes the entire understanding between Employer and Employee relating to the employment of Employee by Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on Employer and Employee as well as Employee's heirs and personal representatives.

C. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to 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.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed on the day and year first above written.

CITY OF COLUMBIA, MISSOURI

By: \_\_\_\_\_  
Brian Treece, Mayor

ATTEST:

\_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Nancy Thompson, City Counselor

EMPLOYEE

\_\_\_\_\_  
De'Carlton Seewood