

Employment Agreement

This Agreement is made and entered into this ____ of July 2020, between the City of Muscatine, Iowa (the “City”) and Carol Webb, (the “City Administrator”).

WHEREAS, the City wishes to employ the services of Carol Webb as City Administrator of the City of Muscatine for an initial term of three (3) years, except as otherwise agreed by the parties, beginning on August 24, 2020; and

WHEREAS, the City and the City Administrator desire to provide for certain procedures, benefits and requirements regarding the employment relationship; and

WHEREAS, the City Administrator wishes to accept employment as City Administrator of the City, under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the facts mentioned above and the mutual commitments set out below, the parties agree as follows:

1. **Duties:** City agrees to employ Carol Webb as the City Administrator of the City of Muscatine to perform all duties as specified by law and ordinance and perform the general duties of the job description and other duties as assigned by the City Council. The City Administrator acknowledges that she is able to meet any requirements for her job duties—including but not limited to, licensing, bonding and/or insurance requirements. In addition, she agrees to establish normal business hours for her position and, in addition to keeping normal business hours, she is expected to spend additional time to accomplish the duties of the position. The City Administrator will be allowed reasonable flexibility to establish her own work schedule that may periodically make-up for evening hours; however, a regular presence at City offices during regular business hours is expected, unless otherwise arranged.

2. **Compensation:** Annual Salary on the initial date of employment will be one hundred fifty thousand dollars (\$150,000) per year. Upon completion of a satisfactory performance review after six (6) months of employment, Ms. Webb’s base salary shall be increased by five percent (5%) to one hundred fifty-seven thousand dollars (\$157,500) per year. Said salary shall be payable in equal installments at the same time as other employees of the City are paid. As set forth below, the City agrees to review and evaluate the City Administrator’s job performance and compensation annually.

3. **Termination:** This Agreement may be terminated by either party in accordance with the terms of this provision. If the City Administrator decides to terminate employment, she will provide the City a minimum of forty-five (45) days’ notice of the intent to terminate.

Without Cause—the City council may by majority vote terminate this Agreement without cause at a duly authorized public meeting as follows:

i. If the City Administrator is terminated without cause during the first twelve (12) months of this Agreement, then six (6) months of severance will be provided as

well as payment for any accrued but unused sick and vacation leave as would be entitled to any other City employee by City policy;

- ii. If a termination without cause occurs during months thirteen (13) through twenty-four (24) of this Agreement, the City Administrator shall receive seven (7) months of severance as well as payment for any accrued but unused sick and vacation leave as would be entitled to any other City employee by City policy;
- iii. If a termination without cause occurs during months twenty-five (25) through thirty-six (36) of this Agreement, the City Administrator shall receive eight (8) months of severance as well as payment for any accrued but unused sick and vacation leave as would be entitled to any other City employee by City policy; and
- iv. If a termination without cause occurs after thirty-six (36) months of employment, the City Administrator will receive nine (9) months of severance as well as payment for any accrued but unused sick and vacation leave as would be entitled to any other City employee by City policy.

With Cause—the City Council may by majority vote terminate this Agreement with just cause at a duly authorized public meeting. A termination with just cause shall include, *inter alia*:

- i. Willful neglect of duty;
- ii. Gross inefficiency or incompetence in office that is not corrected after reasonable written notice;
- iii. Malfeasance and/or misconduct in office including, but not limited to, egregious violations of major City policies that rise to the standard of misconduct;
- iv. Insubordination or refusal to carry out the direction of a majority of the elected officials in attendance at a properly noticed public meeting of the City Council; and/or
- v. Conviction of any felony and/or any crime involving fraud or moral turpitude.

In the event the City Administrator dies or becomes otherwise unable to perform or disabled in a manner preventing her from performing the essential functions of their duties, with a reasonable accommodation under the American's with Disabilities Act, (ADA), then this Agreement may be terminated by either party at any time with no severance pay owing to the City Administrator.

4. Retirement: The City Administrator has the option of selecting to participate in the Iowa Public Employees' Retirement System (IPERS) plan as provided to City employees or, in lieu of such participation, may select to have an amount equal to the City's share, currently nine and forty-four one-hundredths percent (9.44%), deposited into ICMA-RC on her behalf. In addition, the City Administrator is eligible to participate in the ICMA-RC 457 deferred compensation plan. If she does so participate, the City will match up to two thousand four hundred dollars (\$2,400) of her annual contribution.

5. Insurance Coverage: The City Administrator will be eligible for insurance coverage at the same level and rate as other non-union employees, which shall include access to the City's health insurance policy and optional disability policy. In addition, the City Administrator will be provided a paid term-life insurance policy with accident, death and dismemberment coverage in the amount of one and a half times the City Administrator's annual salary.

6. **Vacation and Other Leaves:** The City Administrator will be provided with twenty (20) days of vacation leave annually—ten (10) days of vacation leave shall be provided to her on the first day of her employment and the remaining balance shall be accrued throughout the year on a pro-rated basis. The City Administrator shall be allowed the same provisions for carryover of vacation as all other City employees. The City Administrator shall receive the same number of sick leave days as other City management employees except she will be provided five (5) days on the first day of her employment and the remaining balance shall be accrued throughout the year on a pro-rated basis. In addition, the City Administrator shall receive the same number of holiday and personal days provided to all other City employees.

7. **Professional Development:** The City shall pay for annual membership costs for the International City/County Management Association, and the Iowa City/County Manager's Association, as well as the cost of dues subscriptions to other professional associations as mutually agreed upon by her and the Council. In addition, the City shall pay for the City Administrator's attendance at the annual International City/County Management Association conference and attendance at conferences held by the Iowa City/County Manager's Association and other professional conferences as mutually agreed upon by her and the Council. The City shall also pay for other conferences, short courses, and seminars that are necessary for the City Administrator's professional development and for the good of the City may also be allowed as the City of Muscatine's budget will accommodate.

8. **Vehicle & Phone Expenses:** The City Administrator shall receive a monthly car allowance of four hundred dollars (\$400) per month and, as such, will not be eligible for additional reimbursement of mileage. In addition, the City Administrator shall receive a monthly phone stipend of thirty dollars (\$30) per month.

9. **Community Activities:** The City recognizes the desirability of the City Administrator participating in service and charitable organizations in the community and, in the event that she become a member of such service and charitable organizations (with approval of the Council), the City will pay all reasonable expenses and fees related to such membership. In the event that the City Administrator becomes a member of a board of directors of a community organization based on her position as City Administrator and with the approval of the Council, her duties as such director shall be considered within the scope of her duties as City Administrator for the purposes of the indemnification provision of this Agreement.

10. **Outside Activities.** The City Administrator's employment provided under this Agreement shall be her primary responsibility. The City Administrator agrees to devote her time, energy, and attention to the business of the City of Muscatine. She shall hold no other employment, either directly or indirectly, or invest with any firm, corporation, or legal entity in violation of the City's Code of Conduct or Ethics Policy and/or ICMA Code of Ethics with the exception of writing, teaching or speaking engagements that do not conflict or interfere with her professional responsibilities, the City's Code of Conduct or Ethics Policy and/or the ICMA Code of Ethics and where there are not expenses to the City.

11. **Indemnification:** The City shall defend, hold harmless and indemnify the City Administrator against any tort or liability claim or demand or any other legal action arising from City activities or any alleged act of omission occurring during the performance of the City Administrator's duties as City Administrator; unless the conduct of the City Administrator upon which such claim or demand is based constituted a willful and wanton act or omission, or malfeasance in office, or is determined to have violated state or federal criminal statute. Legal representation shall be provided by the City at its expense.

12. **Annual Performance Evaluation:** The City Administrator and elected officials will work together to create performance goals for the City Administrator to accomplish as follows:

- a) First year performance evaluation – At three (3) and six (6) months following the City Administrator's start date, the City Council shall meet with her to conduct a performance evaluation;
- b) The City Administrator, within her first six (6) months of employment, will recommend to the City Council a written work plan that outlines her suggested performance goals and objectives for the first six (6) months and first year of employment;
- c) Within the first six (6) months of the City Administrator's employment, the City Council will engage in a facilitated strategic planning retreat with the City Administrator for the purposes of identifying Council priorities and strategic objectives for the City of Muscatine and will commit to engaging in strategic planning at least annually thereafter (subject to annual appropriation of funds);
- d) Within the first year of the City Administrator's employment, City Council will provide adequate funding to conduct facilitated discussions with the City Administrator and Department Heads to integrate her as the new City Administrator with the leadership team to ensure that the staff work plans are aligned with City Council priorities and strategic objectives;
- e) The City Council will annually review the performance of the City Administrator subject to a process, form, criteria and format for evaluation which will be mutually agreed upon by the City Council and the City Administrator;
- f) At a minimum, the process will include: (1) a written evaluation; (2) meet and discuss the evaluation and (3) present a written summary of the evaluation results—the final written evaluation should be completed and delivered to the City Administrator, within forty-five (45) days of the evaluation meeting; and
- g) Upon a satisfactory evaluation, the City Administrator will be entitled to the same cost of living adjustment (COLA) or other base adjustments as other City employees and be eligible for any merit increases available to other City employees.

13. **Relocation expenses:** The City Administrator agrees to establish residence within the corporate boundaries of the City of Muscatine within six (6) months of employment, and thereafter to maintain residence within the corporate boundaries of the City of Muscatine, Iowa during the term of her employment by the City. The City of Muscatine will reimburse the City Administrator for the cost of relocation, moving expenses based upon the lowest cost of three quotes, as well as the actual expenses for, up to, six (6) months of storing household goods. Moving expenses include packing, moving-crew labor and van-line transportation to relocate from Ft.

Collins, Colorado to the City of Muscatine. Additionally, the City of Muscatine will reimburse the City Administrator up to two thousand five hundred dollars (\$2,500) for the costs of one house hunting trip for her and members of her household to secure housing in the City of Muscatine—such costs may include airfare, rental car, lodging and meals. If the City Administrator voluntarily resigns within the first year of her employment, she will be responsible to reimburse the City for one hundred percent (100%) of the moving expenses as follows. If the City Administrator resigns voluntarily prior to the conclusion of her second year of employment, she will be required to reimburse the City for fifty (50%) of the moving expenses.

14. **Notices:** Notices required herein shall be delivered to the parties through any manner agreed to by the parties, including regular or electronic mail or personal service in accordance with the Iowa Rules of Civil Procedure. Said notices, if mailed, may be mailed to the City Administrator at her residence address as reflected in the records maintained by the City. The Mayor of the City shall be designated to receive notice at City Hall on behalf of the City. Notice shall be deemed delivered upon personal service or three (3) days after regular or electronic mail is sent.

15. **Miscellaneous:** This agreement shall be governed by the laws of the State of Iowa. If any provisions or any portion thereof in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect. The parties agree that any action to enforce this Agreement shall be filed in the State District Court for Muscatine County, Iowa.

16. **Duration:** This initial agreement shall be effective upon signing and shall remain in effect for the City Administrator's three (3) year term of employment beginning August 24, 2020, unless sooner terminated as set forth above.

ON BEHALF OF CITY:

CITY ADMINISTRATOR:

Diana Broderson, Mayor

Carol Webb

Passed and Approved this ____ day of July 2020

Attest: _____
Acting City Clerk