

**City Manager Employment Agreement  
AMENDMENT NO. 1**

This Agreement, made and entered into on November 16, 2021, by and between the City of Arkansas City, Kansas, a municipal corporation, (hereinafter called "Employer") and Randy Frazer, (hereinafter called "Employee") an individual who has been serving as City Manager for the City of Arkansas City, Kansas for over one year.

RECITALS:

- A. On the 20<sup>th</sup> day of April 2020, Employer and Employee entered into a City Manager Employment Agreement, whereby the City agreed to retain the Employee; and
- B. The parties desire to amend that agreement regarding the term and length of the Employee's ~~contract for~~ service as city manager.

NOW, Therefore, IN CONSIDERATION OF THE FOLLOWING terms and conditions, Employer and Employee agree as follows:

1. Term

The parties hereby amend Section 2a to read as follows (original provisions struck through; new provisions in italics):

- a. The term of this agreement shall be for the period commencing ~~on April 20, 2020, and shall expire December 31, 2021~~ on November 16, 2021 and shall expire December 31, 2023.

The parties hereby amend Section 2b to read as follows (original provisions struck through; new provisions in italics):

- b. This Employment Agreement shall automatically renew ~~itself from year-to-year~~ thereafter, as per the terms then in existence, unless any of the following events in section 3 have occurred.

2. Termination and Severance Pay (change of date only)

The parties hereby amend Section 3a to read as follows (original provisions struck through; new provisions in italics):

- a. In the event the City terminates this agreement before ~~December 31, 2021~~ December 31, 2023, notwithstanding the Employee's willingness to continue performing such services for the City, the City shall pay to the Employee all contractual obligations remaining due under the Agreement, if any, and in addition thereto shall pay as severance pay a lump sum cash payment equal to the total of 3 months' aggregate salary, accrued vacation and all other benefits available to management employees and shall, for a period of nine months following such termination, continue to underwrite the Employee's participation in

the City's health care plan to the same extent as prevailed immediately prior to such termination; provided, that should the Employee be terminated after being convicted of any felony, any crime involving personal gain or any crime of moral turpitude, the City shall have no obligation to pay any such severance pay. Except for conviction of any such offense, the City shall not terminate the Employee's services hereunder within three months next following the date on which any member or members of the Governing Body of the City commences a regular term of office following election thereto.

### 3. Salary

The parties hereby create a new subsection under Section 4 Salary (new provisions in italics).

- a. *The City shall pay the Employee a cost of living adjustment (COLA) each year under this amendment in an amount determined by the City.*

4. This Amendment No. 1 to the City Manager Employment Agreement shall be effective on the date executed. Except as specifically modified herein, all other terms, conditions, exhibits and obligations of the City Manager Employment Agreement remain in full force and effect.

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Randy Frazer  
City Manager

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Scott Rogers  
Mayor