

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between the City of Bel Aire (hereinafter called "City") and Maria Schrock (hereinafter called "Attorney").

WHEREAS, the City desires a contractual relationship with the Attorney upon the terms set forth in this agreement, all in accordance with the laws of the State of Kansas; and

WHEREAS, the Attorney desires employment with the City upon the terms and conditions set forth herein;

WHEREAS, the Attorney is a professional licensed attorney who has the specific education, training and experience to practice local government law in the State of Kansas and subject to the Kansas Code of Profession Responsibility for Attorneys;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth, the City and Attorney do agree as follows:

Section 1. Duties:

The City shall employ the Attorney as its City Attorney, to perform the functions and duties of City Attorney, and other duties as assigned, with all of the authority and powers applicable under the laws of the State of Kansas.

Section 2. Term:

This agreement shall remain in full force and effect from the date signed by both parties until terminated by the City or the Attorney as provided in Sections 8 or 9 of this agreement.

Section 3. Compensation:

- a. City agrees to pay Attorney annual base salary of \$120,000.00, payable in installments at the same time that other management employees of the city are paid.

- b. This agreement shall automatically be amended to reflect all salary increases (COLA / STEP / Bonuses) that are provided or required by the City's compensation policies to include all salary adjustments on the same basis as applied to permanent employees. In years where no salary increases are awarded or adjustments are less than 3% increase, this agreement shall automatically be amended to reflect a minimum of 3% increase in Attorney's base salary.

Section 4. Health, Disability and Life Insurance Benefits:

The City agrees to offer to the Attorney health, vision, dental and comprehensive medical insurance for the Attorney and family. The City shall pay the same rate of such benefits as all other employees.

Section 5. Leave:

- a. The Attorney shall receive 160 hours of vacation annually on June 1st of each year.
- b. Attorney shall accrue sick leave monthly in the same manner as all other permanent part-time employees of the City.
- c. Accrual of vacation hours shall not exceed 160 hours.

Section 6. Other Monetary Benefits:

- a. In addition to her salary, the City shall budget for and shall provide professional liability insurance coverage for the Attorneys work on behalf of the City.
- b. Should the Attorney need to use his / her personal vehicle for official travel, the City will reimburse the Attorney for use of his / her official travel at the rate paid other City employees for similar travel and in compliance with the City's travel policy.
- c. Recognizing the importance of constant communication and maximum productivity, the City shall provide the Attorney with a cellular phone and laptop computer for business use.

Section 7. General Business Expenses:

- a. The city agrees to budget and pay for professional dues to the State Bar Association, local Bar Association and all affiliated licensing fees. The League of Municipalities, City Attorneys Association of Kansas and any other regional, state and local associations / organizations necessary and desirable for the Attorneys continued professional participation and for the good of the City.
- b. City agrees to budget and pay for travel and subsistence expenses of the Attorney for professional and official travel to adequately pursue valuable official functions of the city.
- c. City authorizes reasonable job-related expenses incurred by the Attorney and agrees to reimburse or to pay said expenses. Such expenses may include meals where City business is being discussed or conducted and participation in social events or various organizations when representing the city.
- d. The City shall budget and pay for legal research software for the Attorneys use in his official capacity, annual costs for such software shall not exceed \$3,000 annually.

Section 8. Termination:

For the purpose of this agreement, termination shall occur when any of the following events occur:

- a. For just cause the majority of the Bel Aire City Council votes to do so in an open meeting, after a hearing, which shall be held in an Executive Session. Just cause is defined as the continued physical or mental incapacity to perform necessary duties, or conduct amounting to habitual neglect of duty or willful misconduct of a duty or obligation reasonably owed the City as a condition of employment.
- b. The City refuses to comply with any provisions of this agreement which confers a benefit to the Attorney.
- c. Any suggestion directly made by the Governing Body members (s) that the Attorney resign.

Section 9. Separation:

- a. In the event the Attorney voluntarily resigns her position with the City, the Attorney shall provide a minimum of 30 days' notice unless the City and Attorney agree otherwise. Attorney shall not be entitled to any severance or sick time buyout upon voluntary resignation.

Section 11. Severance:

- a. Severance shall be paid to the Attorney when employment is terminated as defined in either Section 8 (a), 8(b), and / or 8(c).
- b. Such severance shall equal three (3) months' salary at her current rate of pay. The severance payment shall be paid in a lump sum or in continuation of the salary on the existing basis, at the Attorneys option.
- c. The Attorney shall also be compensated for all accrued vacation.
- d. If the Attorney is terminated because of a felony conviction, the City has no obligation to pay severance under this section.

Section 12. Performance Evaluation:

City shall annually review the performance of the Attorney subject to a process, form, criteria and format of evaluation which shall be mutually agreed upon by the City and the Attorney.

Section 13. Hours of Work

It is recognized that the Attorney shall perform a number of duties outside regular normal business hours of the Bel Aire City Hall and as such, the Attorney may take personal time off during normal business hours when appropriate and as duties allow.

Section 14. Ethical Commitments

- a. Attorney will at all times adhere to the Ethical Rules of Profession Conduct for Attorneys in the State of Kansas. The Attorney shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in any fund-raising activities for individuals seeking or holding City of Bel Aire offices, nor seek to accept any personal enrichment or profit derived from confidential information.

- b. City shall support Attorney in keeping these commitments by refraining from any order, directive or request requiring Attorney to violate the Rules of Professional Conduct for Attorneys. Specifically, neither the governing body nor any individual member thereof shall request Attorney to endorse a candidate, make any financial contributions, sign or circulate any petition or participate in any fund-raising activity for individuals seeking or holding elected city office in Bel Aire, nor handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Section 15. Outside Employment

The employment provided for by this Agreement shall be the Attorneys principal professional employment. This subsection shall not be construed to prohibit the Attorney from occasional teaching, writing or consulting activities when performed outside the Attorneys normal working hours with the City.

Section 16. Bonding and Risk Allocation

- a. The City shall bear the full cost of any fidelity or other bonds required of the Attorney under any law or ordinance.
- b. To the extent required by law, the City shall defend, save harmless and indemnify the Attorney against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorney fees, and other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the Attorneys duties as City Attorney or Bel Aire Land Bank Attorney or Public Building Commission Attorney from the exercise of judgment or discretion in connection with the performance of professional duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Attorney may request, and the

City shall not reasonably refuse to provide independent legal representation at the City's expense. Legal representation for such actions, provided by the City on behalf of the Attorney, shall extend until a final determination of the legal action including any appeals brought by either party.

Section 17. General Provisions

- a. This agreement sets forth and establishes the entire understanding between the City and the Attorney relating to the employment of the Attorney by the City. Any prior decisions, agreements or representations by or between the City and Attorney are merged into and rendered null and void by this agreement. The City and Attorney, by mutual written agreement may amend any provisions of this agreement during the life of the agreement. Such amendments shall be incorporated and made part of this agreement.
- b. This agreement shall be binding on the City and the Attorney and any successors in interest. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.
- c. This agreement shall become effective on the date it is signed by the last of the signatories.
- d. The invalidity or partial invalidity of any portion of the Agreement will not affect the validity of any other provision. In the event any provision of this agreement is held to be invalid, the remaining provisions shall be deemed valid and in full force and effect.
- e. In the event of any conflict between the terms, condition or provisions of the agreement and the provision of the governing body policies, or City ordinances or City rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this agreement shall take precedents over such contrary provisions.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above writing.

Jim Benage, Mayor
City of Bel Aire (CITY)

Maria Schrock
City Attorney (ATTORNEY)

ACKNOWLEDGEMENTS

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2023, I, Melissa A. Krehbiel, a Notary Public personally acknowledged the signature of Mr. Jim Benage, Mayor, in the City of Bel Aire , Sedgwick County, Kansas.

NOTARY PUBLIC

My Appointment Expires:_____

BE IT KNOWN BY ALL PERSONS that on this ____ day of _____, 2023, I, _____, a Notary Public personally acknowledged the signature of Maria Schrock, City Attorney.

NOTARY PUBLIC

My Appointment Expires:_____