

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is entered into as of the date first written below by and between the **CITY OF JACKSON, MISSOURI** ("the City" or "Employer") and **MATTHEW WINTERS** ("Winters" or "Employee"). The parties agree as follows:

I. **Employment.** Pursuant to the terms and provisions of this Agreement, the City shall employ Winters to serve as City Administrator of the City as of September 23, 2024 (the "Effective Date"), and shall discharge the duties and responsibilities of such office in accordance with the City Ordinances, and also in accordance with the terms, conditions and provisions of this Agreement.

2. This Agreement is for an initial term of three (3) years commencing on the Effective Date and continuing to September 22, 2027, or until terminated in accordance with law, the City Ordinances, or the provisions of termination contained in this Agreement.

3. **The Position.** At all times during Employee's employment hereunder, Employee shall serve as City Administrator at the purview and pleasure of the Board of Aldermen in accordance with and as required by the City Ordinances which, among other things, requires Employee to perform the duties of City Administrator as set forth in the City Ordinances, requires Employee to devote his entire time to the duties of his office, and requires Employee to live within the city limits of the City during his tenure. At all times, Employee shall report to and be subject to the direction of the Mayor and the Board of Aldermen, and in addition to the functions, duties, and responsibilities of the City Administrator as set forth in the City Ordinances, Employee shall oversee, discharge and coordinate such additional and further responsibilities as the Mayor and the Board of Aldermen may deem necessary.

4. **Performance.** The Mayor and Board of Aldermen shall review the performance of Employee ninety (90) days from the Effective Date and thereafter shall annually review the performance of Employee from the Effective Date, establishing specific performance goals for Employee, and shall make a reasonable effort to share with Employee the City's desired performance review format, the City's approach for successful performance, and the desired performance goals for Employee and how said goals relate to the overall success of the City.

Throughout Employee's employment pursuant to this Agreement, Employee agrees to and shall devote 100% of his professional and business hours and his undivided attention to the business and affairs of the City, except as otherwise provided in this Agreement. Provided that Employee timely discloses to the Board of Aldermen and receives the Board of Aldermen's approval to engage in the activity, nothing in this Agreement shall preclude Employee from devoting reasonable periods as may be required

for outside activities and engagements that will not reflect adversely on the City, and that are not inconsistent with the City Ordinances, or the mission or purposes of the City including, but not limited to, such activities as the following: (a) fulfilling speaking engagements; or (b) engaging in charitable and community activities that are not inconsistent with the City Ordinances or the mission and purposes of the City.

5. **Compensation.** For all services provided to the City by Employee during Employee's employment hereunder, Employee shall be paid the following compensation: Beginning the Effective Date, One Hundred Fifty-Five Thousand Dollars (\$155,000.00) annually, payable biweekly. Beginning the Effective Date, Employee's performance shall be evaluated by the Board of Aldermen annually, and increases in annual Base Compensation, if any, shall be based on Employee's performance, budgetary guidelines, market comparability, or for other reasons as desired by the Board of Aldermen. The compensation provided in this paragraph shall be in addition to the benefits and other remunerations that are set forth in this Agreement.

6. **Fringe and Welfare Benefits.**

(a) **Automobile.** Throughout Employee's employment under this Agreement, Employee shall have a City vehicle assigned to Employee for City business related use.

(b) **Leave Benefits.** In addition to leave authorized and allowed by law, including military leave and Family and Medical Leave, Employee shall receive the following leave benefits:

(i) For the twelve (12) months following the Effective Date, one hundred and twenty (120) hours of sick leave. Employee will receive one hundred and twenty (120) hours of sick leave on each of Employee's subsequent anniversary dates of employment. Sick leave use and accrual is under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any such time.

(ii) For the twelve (12) months following the Effective Date, four (4) weeks of vacation. Employee will receive four (4) weeks of vacation on each of Employee's subsequent anniversary dates of employment. Vacation use and accrual is under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any such time.

(iii) Holiday and personal days will be provided in accordance with City written policy under the same terms and conditions as other similarly-situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such days at any time.

(c) **Health, Dental and Vision Insurance.** Employee is eligible to receive health, dental and vision insurance benefits under the terms and conditions of the City's insurance plans under the same terms and conditions as other similarly situated unclassified active employees of the City, and subject also to the City's right to amend or terminate any such plans at any time.

(d) **Retirement Benefits.** The parties agree and understand that the City participates in the Missouri Local Government Employees Retirement System ("LAGERS"). Upon Employee's qualification for participation under LAGERS, the City agrees to pay 100% of the required contributions on behalf of Employee with a two percent (2%) defined benefit multiplier. In addition to LAGERS, the parties agree and understand that the City offers a supplementary Section 457 retirement plan ("457 Plan") to which Employee may contribute without any contribution from the City.

(e) **Life Insurance.** Employee is eligible to receive life insurance benefits under the terms and conditions of the City's life insurance plan under the same terms and conditions as other similarly-situated unclassified active employees of the City and subject also to the City's right to amend or terminate any such plans at any time.

(f) **Technology Benefits.** The City agrees to provide Employee with a cellphone, a laptop or desktop computer, and other usual and customary technology equipment to be used primarily for City purposes.

(g) **Other Benefits.** In addition to the fringe and welfare benefits set forth herein, throughout the period of Employee's employment by the City under this Agreement, Employee may participate in all fringe and welfare benefit plans offered by the City, subject to and in accordance with the provisions and eligibility requirements of each such plan, and subject also to the City's right to amend or terminate any such plan at any time. Any benefits to be provided are subject to change and will be offered to the extent, and on the terms, made available to other similarly-situated unclassified active employees.

7. **Professional Development and Job-Related Expenses.** With prior approval by the City, and subject to annual budget appropriation and constraints, the City agrees to pay for professional dues, professional subscriptions, and seminar attendance of Employee, as well as reasonable associated travel expenses, necessary for continuation and participation in national, regional, state, and local associations, and organizations necessary and desirable for Employee's continued professional participation, growth, and advancement, including, but not limited to the ICMA Annual Conference, Missouri Municipal League (MML) activities, Missouri City/County Management Association (MCMA) annual conference and activities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member. In addition, the City recognizes that certain expenses of a job-related nature may be incurred by Employee while performing official duties and agrees to reimburse or to pay such general expenses in accordance with City policy and practice.

8. **Relocation Assistance.** Employee understands that he shall establish and maintain residence within the corporate boundaries of the City during Employee's tenure. The City shall reimburse the Employee for the actual expenses of moving Employee and his family and personal property in an amount not to exceed \$10,000.00. Said moving expenses must be pre-approved by the City, and Employee must submit three (3) bids to the City for consideration.

9. **Bonding.** The City shall bear the cost of any fidelity or other bonds required of Employee under any law or ordinance.

10. **Termination.** Notwithstanding anything contrary regarding Employee's employment as City Administrator as may be contained within the City Ordinances, this Agreement may be terminated by the City, or by Employee, as follows:

(a) **Without Cause.** Notwithstanding any other provision of this Agreement or anything contained herein to the contrary, this Agreement may be terminated without Cause by City, by following the procedures set forth in Section 3-306 of the City Ordinances.

If the City terminates this Agreement without Cause, then conditioned on Employee executing a full release of any claims relating to Employee's employment with the City, including the termination of that employment, the City shall pay Employee for four (4) months after the effective date of notice of termination an amount equal to Employee's Base Compensation in effect at the date of the notice of termination, to be paid in installments in accordance with the City's customary pay schedule. In addition to salary continuation, Employee will continue to receive for said four (4) month period any benefits Employee was receiving as of the date of notice. Other than as stated herein, all obligations of the City to pay salary or benefits to Employee shall terminate four (4) months after the effective date of notice of termination.

(b) **Effect of Death.** In the event of Employee's death during the period of his employment pursuant to this Agreement, this Agreement shall terminate and Employee's legal representative shall be entitled to the unpaid Base Compensation earned by Employee through the date of death.

(c) **Effect of Disability.** In the event of Employee's disability during the period of Employee's employment pursuant to this Agreement, the City may terminate this Agreement by giving Employee written notice of termination, which termination shall be effective upon the City providing Employee (or Employee's agent) written notice of its election to terminate. For purposes of this Agreement, the term "disability" shall mean Employee's mental or physical impairment occurring during the period of Employee's employment pursuant to this Employment Agreement which, as determined by the City, renders Employee unable, with reasonable accommodation, to safely and effectively perform the essential duties and responsibilities of his position for a period of six (6) consecutive months.

In the event this Agreement is terminated in accordance with paragraph ten (10)(c) of this Agreement, then Employee shall be entitled to the unpaid Base Compensation earned by Employee through the date of termination.

(d) **For Cause.** The City may terminate this Agreement at any time for Cause by following the procedure set forth in Section 3-306 of the City Ordinances, which termination shall be effective upon the City's written notice to Employee of its election to terminate. For purposes of this Agreement, termination of Employee's employment by the City would be "**For Cause**" in the event Employee: (i) commits an act of dishonesty, deceit, malfeasance, or breach of fiduciary duty in the performance of Employee's duties as an employee of the City; (ii) is convicted of, or pleads guilty or *nolo contendere* to any felony, or any misdemeanor involving moral turpitude, or any crime or offense involving dishonesty with respect to the City, or any illegal act involving personal gain to Employee; or (iii) materially breaches any provision of this Agreement. Should Employee be terminated for Cause by the City, the City is not obligated nor required to pay severance under this Agreement. In the event the City terminates this Agreement for Cause, all obligations of the City to Employee hereunder shall cease effective upon the date of termination.

(e) **Resignation.** In the event that Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of thirty (30) days' notice and Employee shall not be entitled to any further compensation after the date of resignation unless the parties agree otherwise.

11. **Compliance with Applicable Laws and Regulations.** This Agreement is to be construed, and the compensation provided hereunder is to be paid, in such manner and at such times as shall comply with all applicable laws and regulations.

12. **Governing Law and Venue.** This Agreement is made and entered into in the State of Missouri and shall be interpreted, construed, enforced and applied pursuant to and in accordance with the laws of Missouri. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

13. **Amendment and Waiver.** This Agreement shall not be modified or amended except upon the prior mutual written agreement of the parties. No term or provision of this Agreement shall be deemed to have been waived nor shall any estoppel operate against the enforcement of any provision of this Agreement except by written instrument of the party charged with such waiver or estoppel. No written waiver shall be a continuing waiver unless expressly so stated therein, and each waiver shall be effective only as to the specific term or condition waived, and shall not constitute a continuing waiver of any term or condition.

14. **Severability.** In the event that any provision of this Agreement is held or determined to be invalid or unenforceable for any reason, such invalidity shall not affect any other provision of this Agreement which shall at all times remain in full force and effect.

15. **Notices.** All notices required or permitted hereunder shall be immediately effective upon hand-delivery to the other party, or by electronic mail to the other party with a

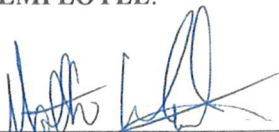
delivery and read receipt request, or by mail, postage prepaid, to the other party's last known address.

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting Employee's employment with the City on and after the Effective Date superseding all prior agreements and negotiations with respect to the subject matter hereof. This Agreement may be executed and delivered in one or more counterparts, all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written below.

EMPLOYEE:

08/05/24
Date


Matthew Winters

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk