Exhibit “A”

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of April, 2019, by and between the City of Joplin, State of Missouri, a Municipal Corporation, hereinafter called the "City" and Daniel Pekarek, hereinafter called "Pekarek" or "Employee".

WITNESSETH:

WHEREAS, City desires to employ the services of Pekarek as Interim City Manager of the City of Joplin;

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of Employee; and

WHEREAS, it is the desire of the City Council: (1) to secure and retain the services of Employee and to provide an inducement for him to remain in such employment; (2) to provide for Employee's future security in case Employee is terminated without "just cause"; and, (3) to provide a procedure for terminating Employee's services when City may desire to terminate his employment; and,

WHEREAS, Pekarek desires to accept employment as Interim City Manager of City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

Section 1. Duties.

City agrees to employ Pekarek as Interim City Manager of said City to perform the functions and duties of the office of City Manager as set forth by law, ordinance and the City Charter and to perform such other legally permissible and proper duties and functions as the City Council shall from time-to-time assign to Employee.

It is understood that prior to this Agreement, Pekarek has served as the Health Director for twenty three (23) years and that this appointment is on a temporary basis until the Council appoints a new City Manager.

Section 2. Term.

A. The appointment of Pekarek as Interim City Manager shall be for an indefinite term, to and until the appointment and assumption of duties by a full-time City Manager. Nothing in this Agreement shall preclude Employee from becoming an applicant for City Manager, or prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time pursuant to the Home Rule Charter of the City of Joplin, Missouri, subject only to the provisions set forth in Section 3. of this Agreement.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to voluntarily resign at any time from his position with the City subject only to the provisions as set forth in Section 3. of this Agreement.

Section 3. Removal or Termination.

A. In the event Employee resigns or is removed as Interim City Manager by the City for any reason, the City agrees to allow Pekarek to return to his previous role as Director of the Health Department under prior employment terms in addition to any salary increase he would have received on his regular anniversary date. It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to him pursuant to this subparagraph "A".

B. "Termination for just cause" is defined and hereby limited for the purposes of this Agreement to termination by the City of the Employee for any of the following reasons: (a) willful neglect of duty; (b) felony or misdemeanor conviction of any crime involving moral turpitude; (c) violation of his duties to the City of honesty, punctuality and sobriety; (d) any other act of a similar nature of the same or greater seriousness. City may terminate Employee at any time upon a finding of just cause.

C. In the event that Employee becomes totally disabled or dies during the term of his employment as Interim City Manager with the City, then the City's only obligation to Employee shall be his accrued but unpaid compensation (including earned vacation) up until the date of his total disability or death, plus any other benefits granted other City employees in the same or similar circumstances.

D. In the event Employee voluntarily resigns his position with the City other than for medical reasons, then Employee shall give City thirty (30) days' notice in advance and then and in that event, City's only obligation to Employee shall be for compensation accrued but unpaid as of the date of his resignation.

E. Notwithstanding anything contained herein to the contrary, if the majority of the City Council determines that it is in the best interests of the City for Employee to resign from his role as Interim City Manager, he shall receive all rights and benefits to be accorded him as if he had been discharged without "just cause", as defined herein.

Section 4. Salary.

City agrees to pay Employee for his services rendered pursuant hereto a monthly base salary of $13,175.00, payable in installments at the same time as other employees of the City are paid.

In addition, City agrees to increase base salary and/or other benefits of Employee in such amounts and to such extent as the City Council may determine, in its sole discretion, that it is desirable to do so on the basis of the annual review of Employee made at the same time as similar consideration is given to other employees generally in accordance with the Salary Compensation Plan of the City, as amended.

Section 5. Hours of Work.

It is recognized that Employee must devote a great deal of his time outside normal office hours in the business of the City, and it is agreed by the parties hereto that Employee shall not be entitled to any additional salary nor shall Employee be entitled to take compensatory time off to make up for the time spent by Employee outside normal office hours; provided, however, that reasonable time off (generally one-half day or less) is authorized to attend to personal matters.

Section 6. Deferred Compensation and Auto Allowance.

Since much of the heavy demands on Employee's time falls after normal business hours, City will contribute $420.00 per month to the ICMA §457 Deferred Compensation Plan. City will pay to Employee an auto allowance of $100.00 per month instead of providing Employee the use of a City-

owned vehicle.

Section 7. General Expenses.

City recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses allowed by law, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed claims, in accordance with the Expense Reimbursement Policy of the City.

Section 8. Vacation.

Employee shall be entitled to vacation pursuant to his current vacation accrual rate. During the term of this Agreement, Employee may accrue vacation time above the 240 hour limit for city employees. Employee shall have twelve (12) months from his last day of service as Interim City Manager to use this excess vacation time, above the 240 hour limit, and if he does not, it will be forfeited.

Section 9. Health and Life Insurance – Sick Leave.

City agrees to put into force and to make required premium payments for Employee for insurance policies for life, accident, sickness and major medical group insurance covering Employee equal to other general employees of the City. Employee shall be credited with sick leave upon the same terms and conditions that apply to other employees of the City.

Section 10. ICMA and MCMA Dues and Conferences.

City agrees to pay Employee's ICMA and MCMA membership dues and to reimburse or pay expenses incurred by Employee in attending the ICMA and MCMA annual conferences and to reimburse or pay reasonable expenses incurred by Employee for attending other professional seminars, subject at all times to the City of Joplin Travel Policy.

Section 11. Other Terms and Conditions of Employment.

A. The City Council shall fix any such other terms and conditions of employment, as it may determine from time-to-time, relating to the performance of Employee, provided that such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the Joplin

City Code, the Home Rule Charter of the City of Joplin, State of Missouri Statutes governing municipalities, or any other law.

B. All provisions of the Joplin City Code, the Home Rule Charter of the City of Joplin, Missouri, the Revised Statutes of the State of Missouri, and regulations and rules of City relating to vacation and sick leave, retirement and pension system contributions (including Social Security and Lagers), holidays, and other fringe benefits and working conditions as they may now exist or may hereafter be amended, shall also apply to Employee as they would to any other employees of the City, in addition to said benefits enumerated specifically for the benefit of Employee, and except as herein modified or otherwise provided.

C. Employee shall be entitled to receive accrued vacation and payment therefor as limited by City Personnel Rules and Regulations upon termination of employment regardless of whether or not Employee is terminated for "just cause".

D. The City Council shall evaluate Employee's performance of his duties as Interim City Manager from time-to-time.

E. Employee shall reside within the corporate boundaries of the City of Joplin at all times during this Agreement.

Section 12. Limitations - State Law.

Notwithstanding any provision or agreement herein contained, it is specifically understood and agreed between the parties that the commitments made herein by the City are subject to any valid limitation placed thereon by the Constitution, statutes and laws of the State of Missouri.

Section 13. General Provisions.

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the personal representative and heirs of Employee.

C. This Agreement shall become effective commencing April 1, 2019.

D. If any provision or any other portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City of Joplin, Missouri, has caused this Agreement to be signed and executed on its behalf by Mayor Gary L. Shaw, and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Gary L. Shaw, Mayor

ATTEST:

_____
Barbara J. Gollhofer, City Clerk

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EMPLOYEE

_____
Daniel Pekarek