AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between the City of Joplin, Missouri, a Municipal Corporation, hereinafter called the "City" and Barbara J. Gollhofer, hereinafter called "Gollhofer" or "Employee".

WITNESSETH:

WHEREAS, City desires to employ the services of Gollhofer as City Clerk of the City of Joplin; and, Gollhofer desires to accept the position of City Clerk; and,

WHEREAS, it is the desire of the City Council to provide certain salary and 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 the services of Employee and to provide an inducement for her to accept such employment, (2) to provide for Gollhofer'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 her employment; and,

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 Gollhofer as City Clerk of said City to perform the functions and duties of the office of City Clerk as set forth by law, ordinance, 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.

Section 2. Term.

A. The appointment of Gollhofer as City Clerk shall be for an indefinite term, and

nothing in this Agreement shall 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 her position with the City, subject only to the provisions as set forth in Section 3. of this Agreement.

Section 3. Termination.

A. In the event Employee is suspended or terminated as City Clerk by the City, and during such time that Employee is willing and able to perform the duties of City Clerk, then and in that event, the City agrees to pay Employee cash payments equal to her monthly salary so long as she remains unemployed, but not to exceed three (3) months from the date of her termination; provided further, that in the event Employee is suspended or terminated for "just cause", then City's only obligation to Employee is to pay her all compensation accrued but unpaid at the date of her termination.

It is further understood that Employee will be responsible for any Federal or State income taxes owing on all payments made to her 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 City Charter provision requiring Employee to devote her full time to her office as City Clerk; (d) violation of her duties to the City of honesty, punctuality and sobriety; (e) any other act of a similar nature of the same or greater seriousness.

C. In the event that Employee becomes totally disabled or dies during the term of her employment as City Clerk with the City, then the City's only obligation to Employee shall be her accrued but unpaid compensation (including earned vacation) up until the date of her 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 her position with the City other than for medical reasons, then Employee shall give City thirty (30) days' notice in advance and then in that event, City's only obligation to Employee shall be for compensation accrued but unpaid as of the date of her 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 and Employee has committed no acts or omissions to warrant termination for "just cause", as defined herein, then upon Employee's resignation, she shall receive all rights and benefits to be accorded her as if she had been discharged without "just cause", as defined herein. It is the intention of this subparagraph "E" to distinguish between this type of resignation and a voluntary resignation as that term is used in subparagraph "D" of Section 3.

Section 4. Salary.

City agrees to pay Employee for her services rendered pursuant hereto an annual base salary of $61,176.00 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 her time outside normal office hours to 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, Auto, and Cell Phone Allowance.

City will contribute $100.00 per month to the ICMA §457 Deferred Compensation Plan. City will pay to Employee a Cell Phone Allowance of $624.00 per year. Due to the salary that has been accepted by Employee, she will not receive an auto allowance.

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 each year under the City's Personnel Rules and Regulations regarding vacation time based on her years of service, which will include her years as Assistant City Clerk.

Section 9. Health and Life Insurance.

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.

Section 10. Professional Dues and Conferences.

City agrees to pay dues on the Employee's behalf for the following organizations: Missouri City Clerks and Finance Officers Association, Southwest Missouri City Clerks and Finance Officers Association, International Institute of Municipal Clerks and Soroptimist International of Joplin. City further agrees to reimburse or pay expenses incurred by Employee in

attending the annual conferences, and other professional seminars as authorized by the Council.

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 (including longevity pay) and working conditions as they may now exist or may hereafter be amended, shall also apply to Employee as they would to any other employee 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 performance of Employee as City Clerk at least annually.

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 January 3, 2018.

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 Michael L. Seibert, and duly attested by its City Manager, and the Employee has signed and executed this Agreement, in duplicate, the day and year first above written.

CITY OF JOPLIN, MISSOURI

By: _____
Michael L. Seibert, Mayor

ATTEST:

_____
Samuel L. Anselm, City Manager

APPROVED AS TO FORM:

_____
Peter C. Edwards, City Attorney

EMPLOYEE

By: _____
Barbara J. Gollhofer