

RESOLUTION 2041

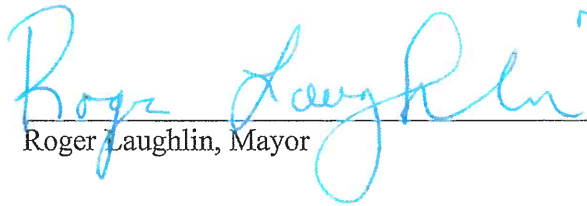
**A RESOLUTION APPROVING AN EMPLOYMENT AGREEMENT FOR THE
CITY ADMINISTRATOR OF THE CITY OF WEST BRANCH, IOWA.**

WHEREAS, the City of West Branch, Iowa has appointed Adam Kofoed as the City Administrator with an employment start date of November 30, 2021; and,

WHEREAS, the City Council wishes to approve an Employment Agreement with the City Administrator, (Adam Kofoed) for setting the salary, benefits, and other requirements.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of West Branch, Iowa hereby approves said the Employment Agreement and authorizes the Mayor to execute said agreement.

PASSED AND APPROVED, this 4th day of October, 2021.



Roger Laughlin, Mayor

Attest:



Leslie Brick, City Clerk

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is entered into as of this 4th day of October, 2021, by the City of West Branch, Iowa (hereafter the "City") and Adam Kofoed (hereafter the "Employee").

WHEREAS, the City Council of the City of West Branch has heretofore deemed it necessary and desirable to employ the services of an individual to be the City Administrator of the City to direct the day-to-day operations of the City; and

WHEREAS, the City has advertised for candidates for the position of City Administrator and conducted interviews for the same;

WHEREAS, the City desires to employ the Employee as the City Administrator and the Employee desires to accept the position of City Administrator for the City under the terms and conditions outlined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the City and Employee agree as follows:

1. Duties. The City agrees to employ Employee as the City Administrator to perform the duties outlined in applicable law and ordinance and the job description approved by the West Branch City Council (the "City Council") for the position of City Administrator.
2. Compensation. The Employee's starting salary shall be set at \$92,000, per year, commencing on the 30th day of November, 2021 (the "Commencement Date"). All compensation shall be paid to Employee in the same manner as all employees of the City.
3. Performance Evaluation. Employee will receive a performance evaluation after six (6) months from the commencement date of employment with the City and shall thereafter receive an annual performance evaluation by the City Council. After a positive six-month review, salary will increase to \$95,000.00. After the annual performance evaluation, the City Council shall recommend a salary adjustment for the City Administrator that will be reviewed by the City Council. Performance evaluation shall utilize a process, criteria and format that are mutually agreeable to the parties to this Agreement.
4. Termination of Employment. The Employee shall serve at the will of the City Council and may be terminated with or without cause at any time. Any of the following would constitute termination with cause and would void any requirements for the payment of severance as discussed below:
 - a. Willful neglect of duty as defined by the Employee's failure to perform properly according to the professional International City/County Management Association ("ICMA") standards for city administration or the ICMA Code of Ethics.

- b. Gross inefficiency or incompetence in office that is not corrected after reasonable notice by the City Council. In the event that the City Council believes that the Employee is operating with gross inefficiency or incompetence, the City Council shall first give the Employee a written corrective action plan and a timeline to take corrective action prior to termination for gross inefficiency or incompetence.
- c. Malfeasance in office as defined as a legal term for intentionally performing an illegal act.
- d. Failure to adhere to the standards of the West Branch Employee Handbook.

Should the City Council terminate the employment of Employee without cause, the Employee will receive four (4) month's severance pay and benefits. For purposes of severance, accrued vacation pay would be included but accrued sick time will not be included in any severance package.

If the Employee decides to terminate employment with the City without cause, the Employee shall provide the City sixty (60) days written notice of the same delivered to the City Clerk.

4. Thirty (30) day period to address Unsatisfactory Performance Evaluation. In the event the Employee should receive an unsatisfactory performance evaluation, the City Council shall provide the Employee with a thirty (30) day period to resolve any issues or problems relating to the Employee's performance evaluation prior to taking any action to terminate the Employee. However, this 30-day period shall not apply to any malfeasance in office or any violation of the ICMA Code of Ethics.

5. Retirement Plan Contribution. The City shall contribute the amounts required by Iowa law to the Employee's Iowa Public Employees Retirement System ("IPERS") account in the normal manner of contribution for all city employees.

6. Insurance, Vacation, Holidays and Sick Leave. Employee will receive health & dental insurance, life and disability insurance, vacation, holiday and sick leave as follows:

- a. Employee will receive the same health & dental insurance and make the same amount of co-pays and out-of-pocket expenses as all other City employees.
- b. Employee will be credited with seven (7) working days of vacation at the Commencement Date.

- c. Employee will be granted the same number of holidays and shall accrue vacation at 4.92 hours per pay period with credit for seven years of employment.
- d. Employee will accrue sick leave at the same rate as other city employees pursuant to the City Employee Handbook.

7. Business Expenses. City will reimburse Employee for all reasonable employment-related expenses, including, but not limited to, meals, civic club memberships and subscriptions and other expenses allowed by the City Employee Handbook.

- a. City will reimburse the City of Garner for conference expenses previously paid on Employee's behalf up to \$1,600.00.

8. Automobile Expenses. Employee will be reimbursed for use of a personal vehicle while on City business outside of the City of West Branch at a mileage rate set forth by the Internal Revenue Service.

9. Cellphone. The City will provide Employee with a city-issued cellphone which will be compatible with the City's phone service and network. At the termination of employment, the cellphone shall be the property of the City and shall be returned to the City by the Employee.

10. Dues and Subscriptions. The City shall budget for and pay, up to the budgeted amount, the professional dues and subscriptions for the Employee that are deemed reasonable and necessary for the Employee's participation in national, state and/or local associations necessary and desirable for the Employee's continuing education. This shall specifically include payment of dues to the IMCA, Iowa City/County Management, Iowa League of Cities, and APA American Planning Association.

11. Travel. The City shall budget and pay, up to the budgeted amount and pursuant to the requirements outlined in the City Employee Handbook, necessary and reasonable registration, travel and subsistence expenses for Employee for professional and official travel, meetings, occasions adequate to the Employee's continuing professional education. Professional education events shall include the ICMA annual conference, the Iowa City/County Management Association conferences and the Iowa League of Cities conference.

12. Residency. Within 180 days after the Commencement Date, Employee expressly agrees that as a condition of employment to establish and reside within the corporate limits of the City of West Branch.

13. Moving and Relocation Expenses. Employee will provide two (2) quotations for services to move the Employee from the Employee's current residence to the Employee's residence within the City up to \$2500.00.

14. Outside Activities. The employment provided for by this Agreement shall be the Employee's sole employment. However, recognizing that outside consulting or teaching opportunities provide indirect benefits to the City, Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or be a conflict of interest with Employee's responsibilities under this Agreement. Any such activities must be approved in advance by the City Council.


15. Indemnification. In addition to which is required under applicable federal and state law, the City shall indemnify, defend, save and hold the Employee harmless against any and all claims out of an act or omission in performance of the Employee's duty under this Agreement, unless the Employee's action are outside of the scope of the Employee's employment with the City.

16. Bonding. The City shall bear the full cost of any fidelity or any other bonds required by Employee under any applicable law or ordinance.

17. General Condition of Employment. In addition to the benefits cited herein, the City shall provide Employee with all benefits that apply to other City employees.

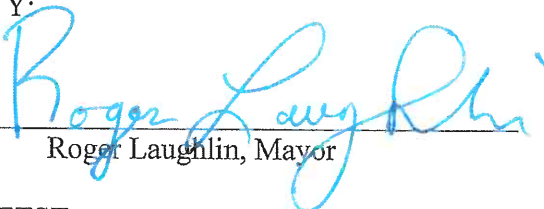
18. Binding Effect. This Agreement shall be governed by the laws of the State of Iowa and shall be binding upon the City and the Employee's successors in interest.

EMPLOYEE:

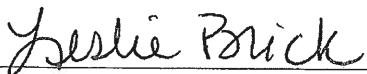
By: 
Adam Kofoed

Dated: sep. 30, 2021

CITY:

By: 
Roger Laughlin, Mayor

ATTEST:

By: 
Leslie Brick, Deputy City Clerk