

Introduced by: Mayor Babatunde Deinbo

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AMENDED EMPLOYMENT AGREEMENT WITH NATHAN MAI-LOMBARDO, AS CITY MANAGER FOR THE CITY OF BERKELEY

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- Section 1.** The Mayor is hereby authorized to enter into and execute an amended agreement with Nathan Mai-Lombardo for services as City Manager.
- Section 2.** A copy of the agreement is attached and incorporated hereto as if fully set forth herein.
- Section 3.** This Ordinance shall be in full force and effect from and after the date of its passage and approval.

1st Reading this _____ day of _____ 2024
2nd Reading this _____ day of _____ 2024
3rd Reading, PASSED and APPROVED, this _____ day of _____ 2024

Babatunde Deinbo, Mayor

ATTEST:

Deanna L. Jones, City Clerk

Approved as to Form:
Donnell Smith, City Attorney

Final Roll Call:

Vacant	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Williams	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hoskins	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman Anthony	Aye	___	Nay	___	Absent	___	Abstain	___
Councilman Hindeleh	Aye	___	Nay	___	Absent	___	Abstain	___
Councilwoman-at-Large Crawford-Graham	Aye	___	Nay	___	Absent	___	Abstain	___
Mayor Deinbo	Aye	___	Nay	___	Absent	___	Abstain	___

CITY MANAGER EMPLOYMENT AGREEMENT - CITY OF BERKELEY, MO

Introduction

The Mayor and Members of the City of Berkeley Council have offered Nathan Mai-Lombardo the position of City Manager of Berkeley, Missouri. This amended Agreement, made and entered into this _____(date)_____ by and between the City of Berkeley, Missouri a municipal corporation, (hereinafter called "Employer") and Nathan Mai-Lombardo, (hereinafter called "Employee") an individual who has the education, training, and experience in local government management and who, is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Duties and Authority

Employer agrees to employ Nathan Mai-Lombardo as City Manager to perform the functions and duties specified in the Charter of the City of Berkeley, Missouri and to perform other legal duties and functions required by the Council of the City of Berkeley.

Section 2: Compensation

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$140,000, payable in installments at the same time that the other employees of the Employer are paid.
- B. Amendments: This agreement shall be automatically amended to reflect any salary increase approved by the Council and be, at minimum, \$10,000 higher than the next closest employee.

Section 3: Health, Disability and Life Insurance Benefits

- A. The Employer agrees to provide and to pay the premiums for comprehensive medical insurance, vision, and dental for the Employee that equals to what is provided to all other full-time employees of the City of Berkeley.
- B. The Employer shall pay the amount of premium due for term life insurance in an amount equal to that, which is provided, to all other full-time employees of the City of Berkeley.

Section 4: PTO

The Employee shall be entitled to PTO consistent with that which is provided to all other full-time employees of the City of Berkeley.

Section 5: Automobile

- A. The Employee's duties require exclusive use of an automobile provided to the Employee at the Employer's expense.
- B. The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

- C. The Employer shall provide all fuel necessary to operate said vehicle during the period of this Agreement. All fuel for personal travel in excess of 20 miles on a single trip shall be at the Employee's expense.

Section 6: Retirement

- A. The Employer agrees to enroll the Employee into Missouri Local Government Employees Retirement System (LAGERS).
- B. The Employer agrees to contribute a sum equal to the annual maximum amount allowed by the IRS to the Employee's 457 account, payable in proportional installments on each paycheck.

Section 7: General Business Expenses

- A. Employer agrees to budget, when funds are available, and pay for the professional dues and subscription of International City Manager Association (ICMA) and American Planning Association (APA) as well as any relevant state or local associations
- B. Employer agrees to budget, when funds are available, an allowance for travel and expenses for ICMA and APA professional development training,
- C. Employer agrees to reimburse the Employee for all reasonable job-related expenses, previously approved by the Council and consistent with the City's Charter, Code, and financial policies.
- D. Employer agrees to provide Employee with a cell phone, computer, and any other necessary job-related technology.

Section 8: Termination

Should termination be under consideration, the City Council must allow for a 90 day PIP (Performance Improvement Program) after which termination may proceed if desired. A performance evaluation is required prior to a PIP.

For the purpose of this agreement, termination may occur if:

- A. The employee's background check reveals information that's deemed unacceptable to the Council, including but not limited to false educational credentials, false information relating to prior employment, criminal convictions, or a positive drug screening.
- B. The Employee shall be at-will and serve at the pleasure of the City of Berkeley Council.

Section 9: Severance

Severance shall be paid to the Employee when employment is terminated or resigns as follows:

- A. The Employer shall provide severance pay equal to one year's salary if terminated. Severance shall be paid in full in one check. Severance payment shall be subject to a portion being allocated for physical injury, should any be applicable.
- B. All City benefits including retirement contributions and EAP shall remain available to the employee for one year after termination or resignation under the same contribution levels as during employment.
- C. City agrees to never contest unemployment.

- D. Should employee be terminated within 6 months of any municipal election, all severance shall twenty-five percent (25%) higher.
- E. The Employee shall be entitled to any and all other benefits that may be provided to other employees in the Berkeley Personnel Policies.

Section 10: Resignation

- A. In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice, unless the parties agree otherwise.
- B. If the Employee resigns at any time, he shall be entitled to two months' severance pay and any unused accumulated PTO that all other full-time employees are entitled to under Berkeley Personnel Rules and Regulations, subject to all prerequisites of said rules.

Section 11: Performance Evaluation

Should an evaluation be given by Council, the evaluation shall be:

- A. From each individual member, not combined,
- B. Not based on points or rating numbers,
- C. Given to the employee ahead of a required in-person meeting with the Council with sufficient time for employee to review and prepare questions.

Section 12: Hours of Work

The Employee has the responsibility of managing the city 24 hours a day and attending all regular and special meetings of the Council. The business hours of the city are 8:30 am to 5:00 pm.

Section 13: Outside Activities

The Employee shall not have secondary employment from any entity without prior approval of the Council.

Section 14: Residency

The residency requirement is waived for the duration of this agreement.

Section 15: Indemnification

- A. Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings including

attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties, with the exception of criminal acts.

- B. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, in the event such litigation extends beyond the period of employment, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.

Section 16: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 17: Notices

Notice pursuant to this Agreement shall be given in person for signing by the Employee and Mayor.

Section 18: General Provisions

- A. Integration: This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Effective Date: This Agreement shall become effective on _____(date)_____.
- C. Severability: The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Section 19: Execution of Agreement

IN WITNESS WHEREOF, the City of Berkeley has caused this agreement to be signed and executed in its behalf by the Mayor, and duly attested by its City Clerk, and the Employee has signed and executed this agreement, and notarized, this _____(date)_____.

Babatunde Deinbo, Mayor

Attest:

Deanna Jones, City Clerk

Donnell Smith, City Attorney

Nathan Mai-Lombardo