

**EMPLOYMENT AGREEMENT  
INTERIM CITY MANAGER  
OF THE CITY OF FORT SCOTT, KANSAS**

**THIS AGREEMENT** is made and entered into this 10<sup>th</sup> day of August, 2021, by the **CITY OF FORT SCOTT**, a first class city and municipal corporation of the State of Kansas (hereinafter called "City") and by **MARK MCCOY**, (hereinafter call "Employee") (the City and Employee, individually "Party," collectively "Parties"), are memorializing the understanding between the City and the Employee with respect to City's employment of Employee as its Interim City Manager.

Therefore, the Parties make the following representations:

**WHEREAS**, it is the desire of the City, to set forth its benefits, establish certain conditions of employment, and to set working conditions of its Interim City Manager; and

**WHEREAS**, it is the desire of City (1) to secure and retain the services of **MARK MCCOY** and to provide an inducement for him to take such employment (2) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Employee, and (3) to provide a just means for terminating Employee's services at such time as he may be unable to fully to discharge his duties due to disability or when the City Commission my otherwise desire to terminate his employment; and

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

**Section 1. Employment.**

The City hereby appoints **MARK MCCOY** as the Interim City Manager for the City of Fort Scott, Kansas, and the Employee hereby accepts such appointment in accordance with the terms and conditions of this Agreement.

## **Section 2. Duties and Responsibilities.**

A. The City has adopted a Commission-Manager form of government as set out in K.S.A. 12-1039. The Interim City Manager is appointed by the City Commission under the authority of K.S.A. 12-1040(c) to be responsible for the administration and affairs of the City and to perform other legally permissible and proper duties, functions, and responsibilities as allowed or required by law.

B. City Rules and Regulations. The Employee shall strictly adhere to all state statutes, city ordinances, and internal rules and regulations of the City which are currently in force or which may be established hereafter with respect to the conduct of employees, the administration of the City, and the performance of his duties as Interim City Manager. The Employee shall work with the City Commission with respect to the goals and objectives of the Commission that should guide and govern the Employee's performance under this Agreement in administration of the City and its functions. The Employee is responsible to uphold and maintain the City's standards. The City's practices and/or policy manuals, and other written publications are made part of this Agreement; provided, however, that if any portion of such a policy manual should contradict the provisions of this Agreement, the terms of this Agreement shall prevail. The City shall have the right to amend, revise, or discontinue the policies and procedures as the City deems necessary from time to time. Any such change in such policies or procedures will be effective upon the issuance of the same by the City unless the City declares otherwise.

## **Section 3. Terms of Employment**

The initial term of this Agreement shall be on a month to month basis commencing on August 10, 2021.

**Section 4. Compensation and Benefits**

A. Base Salary. City agrees to pay Employee \$9.00 per hour up to 40 hours per week.

B. Benefits. The City will not provide any benefits to Employee.

**Section 5. Vacation and Sick Leave**

The City will not provide any vacation or sick leave to the Employee.

**Section 6. Vehicle Allowance.**

The City agrees to pay the Employee, during the term of this Agreement and in addition to all other salary, a vehicle allowance of \$500.00 per month to be paid monthly along with his regular pay. This allowance is intended to be used to defray the cost of operation, fueling, and/or maintenance of a personal vehicle. The City acquires no ownership in the vehicle and the Employee may keep the vehicle of his choice, so long as he has and maintains reliable transportation necessary to complete his job duties under this Agreement. Employee shall be required to insure and register the vehicle and shall be solely responsible for the costs associated with ownership and operation of the vehicle, including but limited to insurance, registration, repairs, fuel, etc. The vehicle allowance paid will be in lieu of any mileage reimbursement for business travel with the vehicle, except that the City will reimburse the Employee for any business use of the vehicle outside the vicinity of Fort Scott and/or Bourbon County, Kansas, at the then-applicable IRS standard mileage reimbursement rate for business travel.

**Section 7. General Business Expenses.**

Technology. The City shall furnish the Interim City Manager the laptop or other electronic devise or devises and all necessary hardware and software to allow him access to

City email, documents, and other technology used by the City necessary for performance of his duties.

#### **Section 8. Binding Effect**

This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives, and/or successors in interest.

#### **Section 9. Indemnification and Bonding**

The City shall budget for and maintain insurance, or approved self-insurance, for "Public Officials" and "Employees' Errors and Omissions" and "Comprehensive General Liability" coverages or other comparable coverages, upon its employees including the Employee, for their official acts. The City is a covered entity under the Kansas Tort Claims Act K.S.A. 75-6161, *et eq.* as amended (KTCA) and agrees to the full extent allowed by the KTCA or other law, to defend the Employee from any suit arising out of his official duties and/or job description, regardless of whether the suit is brought during the Agreement or after its termination. The parties specifically agree that this obligation will survive the termination or expiration of the Agreement.

The City shall bear the cost of any fidelity or bonds required by law, including but not limited to Title 2, Chapter 2.04 of the City Code of Fort Scott, Kansas and/or any Charter or other Ordinances, for faithful performance of his duties of employment.

#### **Section 10. Confidentiality**

The Employee may have access to proprietary, private, and/or otherwise confidential information (hereinafter, "Confidential Information") of the City and/or its employees and others. Confidential Information shall mean all non-public information. The nature of the information and the manner of disclosure are such that a reasonable person would understand

it to be confidential and not subject to disclosure under State or Federal law. The Employee will not, at any time or in any manner, either directly or indirectly, use for his benefit, or divulge, disclose, or communicate in any manner any Confidential Information. The Employee will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Employee will return to the City any and all Confidential Information, whether physical or electronic, and any other items that were used, created, or controlled by the Employee during the term of this Agreement. This information shall be returned within fifteen (15) days of the termination of the Agreement.

#### **Section 11. Entire Agreement**

This constitutes the entire Agreement between the parties. No prior or contemporaneous agreement shall bind either of them if it does not exist within the written provisions of this Agreement. Nor shall any amendment to this Agreement be effective unless it has been reduced to writing and signed by the City and Employee.

#### **Section 12. Jurisdiction and Venue**

This Agreement is made at Fort Scott, Bourbon County, Kansas and will be construed and governed solely in accordance with the laws of the State of Kansas. The Jurisdiction and venue will be in the District Court of Bourbon County, Kansas.

#### **Section 13. Headings**

Captions and headings of each part, section or subsection in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions.

**Section 14. Authority**

The undersigned represent that they each have the authority and capacity to execute this Agreement. This Agreement shall not be valid until executed by the Parties and approved by ordinance or resolution of the City.

**Section 15. Severability**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

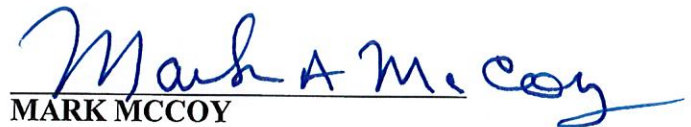
IN WITNESS WHEREOF, THE City of Fort Scott, Kansas has caused this Agreement to be signed and executed on its behalf by its duly elected Mayor and attested by its City Clerk, and the Employee has executed this Agreement, on the date and year first written above.

**THE CITY OF FORT SCOTT, KANSAS**

By: 

JOSHUA A. JONES, Mayor

**EMPLOYEE**

  
MARK MCCOY

**ATTEST:**

  
DIANE K. CLAY, City Clerk

