

**EMPLOYMENT AGREEMENT  
BETWEEN CITY OF KANSAS CITY, MISSOURI AND BRIAN PLATT**

3<sup>rd</sup> THIS EMPLOYMENT AGREEMENT (the "Agreement"), made and entered into this day of December, 2020, as authorized by Committee Substitute for Ordinance No. 200960, by and between the City of Kansas City, Missouri, a constitutional charter city duly organized and existing under the laws of the State of Missouri, hereinafter referred to herein as "the City," and Brian Platt, hereinafter referred to herein as "Employee," (collectively referred to herein as "Parties"), both of whom agree to the following:

**WITNESSETH:**

WHEREAS, the City desires to employ the services of said Employee as City Manager of the City, as provided by Section 218, Article II, of the Charter of the City; and

WHEREAS, Employee desires to accept the position of City Manager of said City; and

WHEREAS, it is the desire of the City to set forth the compensation and benefits, to establish certain conditions of employment and to set working conditions and expectations for said Employee;

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

**Section 1. Employment, Duties and Responsibilities**

1.1 The City hereby agrees to employ Brian Platt as City Manager of the City to perform the functions and duties specified in Sections 219 and 220, Article II of the City Charter (hereinafter "Charter"), in Sections 2-81 and 2-84 through Section 2-87 of the City's Code of Ordinances (hereinafter "Code"), and to perform all other legally permissible and proper duties, functions and responsibilities as the City, through its City Council, shall from time to time assign.

1.2 Employee hereby agrees to accept his employment by the City as its City Manager and perform all the functions and duties of the City Manager specified in Sections 219 and 220, Article II of the Charter, in Sections 2-81 and 2-84 through Section 2-87 of the Code, and to perform all other legally permissible and proper duties, functions and responsibilities assigned to him from time to time by the City through its Mayor and City Council.

1.3 Employee hereby agrees that the employment offered to Employee by the City shall be Employee's exclusive employment, and Employee shall devote his full energies and efforts to the performance of his duties; provided, however, that upon prior consent of the City Council not to be unreasonably withheld, Employee shall be entitled to accept occasional teaching, consulting, writing, or speaking engagements for compensation, if such activities do not conflict with the performance of his duties or with the best interests of the City as determined by the City Council. Employee agrees to remain in the exclusive employ of the City while this

Agreement is in effect and neither to accept other employment nor to become employed by any other Employer during the term hereof.

1.4 Employee hereby agrees that he shall, on an at-will basis, serve at the pleasure of the Mayor and Council of the City. Nothing in this Agreement shall prevent, limit or otherwise interfere with the rights of the Mayor or the Council to terminate the employment of the Employee pursuant to the Charter at any time, subject only to the provisions set forth herein.

## **Section 2. Term**

2.1 This Agreement becomes effective December 7, 2020, for a term of four years, ending December 7, 2024, unless terminated by one or both of the parties in accordance with the provisions hereto.

2.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City through its City Council to terminate the services of Employee, subject to the provisions set forth herein, including Section 5.

2.3 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from his position with the City, subject only to the notice provision set forth in Section 5.

## **Section 3. Compensation**

3.1 During the term of this Agreement, the City agrees to pay an annual salary of two hundred and sixty five thousand (\$265,000.00) to Employee for his services rendered payable at the same time and in the same manner as other Employees of the City are paid. Any changes in salary during his four-year contract shall be paid at the same time and same manner as other Employees of the City and shall be no more than the highest percentage increase for unclassified management.

## **Section 4. Benefits**

### **4.1 Retirement Benefits**

Employee shall receive pension and retirement benefits afforded other employees of the City in accordance with state law and local ordinances as currently set out in Sections 2-1171 through 2-1202 of the Code, to the extent those provisions would apply to Employee. Employee shall also be authorized to participate in applicable deferred compensation plans maintained by the City.

### **4.2 Automobile Transportation**

Employee is required to be on call for twenty-four (24) hours service; therefore, he must have access to a vehicle for City business and private use.

Accordingly, the City shall provide Employee a vehicle. Employee shall be granted exclusive and unrestricted use of said vehicle at all times during his employment period, whether

during normal working hours or not and whether such travel is on City business or not. The City shall be responsible for paying liability, property damage, collision and comprehensive insurance for said vehicle, in addition to expenses for lease, operation, including fuel, lubricants, fluids and cleanings, maintenance, repair and regular replacement of said vehicle. The City's obligation to Employee for the costs associated with providing a vehicle and the above associated insurance and maintenance of said vehicle shall not exceed eight hundred dollars (\$800.00) per month, unless otherwise approved by the Mayor.

#### **4.3 Insurance**

The City agrees to provide standard health, dental, life, and disability and related insurance benefits to the Employee and his dependents equal to that which is provided to all City employees. The Employee may elect to procure the aforementioned insurance to cover the period of time between the effective date of this agreement and the date in which the Employee and his dependents are eligible to receive insurance benefits under the City's current policies, not to exceed 60 days. The City shall reimburse the Employee for the cost of the premiums in an amount equal to the same value as that provided by the Employer's insurance carrier, not to exceed seven thousand five hundred (\$7,500.00.)

#### **4.4 Dues/Subscriptions**

The City agrees that the City will pay for the professional dues and subscriptions of Employee necessary for his participation in at least one (1) national, one (1) regional, one (1) state, and one (1) local association(s) for his continued professional participation, growth and advancement as City Manager and for the good of the City. Employee shall fund expenditures for such purposes from the City Manager's budget, as approved by the Council.

#### **4.5 Professional Development**

A. The City agrees that the City will pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for the City, including but not limited to the Annual Conference of the International City/County Management Association, the Missouri Municipal League, the State League of Municipalities, and other such national, regional, state and local governmental groups and committees thereof which Employee serves as a member, from funds appropriated to the City Manager's budget.

B. Payment of these expenditures is subject to the availability of funds in the City Manager's budget, as approved by the Council annually.

#### **4.6 General Expenses**

The City recognizes that certain expenses incurred by Employee in carrying out his duties and responsibilities as City Manager are of a nonpersonal and generally job-affiliated nature. The City hereby agrees to reimburse or to pay said general expenses, and the Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash



vouchers, receipts, statements, or personal affidavits. Payment or reimbursement of these expenditures is subject to the availability of funds in his office's budget, as approved by the Council annually.

#### **4.7 Vacation, Sick Leave and Other Leave**

Employee shall accrue vacation leave as specified in the city code. In addition, Employee shall accrue sick leave at the same rate as all other employees of the City. Notwithstanding the foregoing, two vacation days and two sick days of the total amount to accrue the first year shall be advanced at the beginning of this contract. Further, City personnel rules regarding the accrual, retention, and granting of additional vacation and use of sick leave benefits for management employees in the classified service shall apply to Employee in the same manner as other employees of this class, unless expressly superseded by this Agreement. Upon voluntary resignation or termination for any reason, Employee shall be compensated in his last paycheck for all accrued sick leave and vacation.

#### **4.8 Moving expenses**

Employee shall be reimbursed his qualified and reasonable moving expenses from New Jersey to Kansas City, not to exceed eleven thousand (\$11,000.00.)

#### **4.9 Cell phone, laptop/tablet, desktop computer**

Employee shall be provided with all supplies and materials necessary to perform the duties of the position, including but not limited to a cell phone, laptop/tablet, and desktop computer.

### **Section 5. Termination Severance Pay and Disability**

**5.1 Termination by the City.** The City shall have the right to terminate the employment of Employee "For Cause" upon any one of the following events:

A. Employee's failure to adhere to the City Drug and Alcohol Misuse Testing Policy under the City's Personnel Policies. The City agrees to adhere to the policies and compliance procedures contained therein.

B. Employee's repeated or substantial refusal or failure to perform his duties or other obligations under this Agreement or willful breach or habitual neglect of the duties required of the City Manager, which Employee has failed to cure after notice from the City.

C. Employee's embezzlement or conviction of a criminal offense other than ordinance violations.

D. Employee's conviction of any illegal act involving personal gain to him or a finding of violation of the City's Code of Ethics or the Code of Ethics of the State of Missouri.

In the event Employee is terminated "For Cause," the City shall have no obligation to pay any severance or remaining portion of this Agreement.

## **5.2 Termination Other Than for Cause by the City**

A. The City shall have the right to terminate this Agreement for any reason, but in the event the agreement is terminated for other than "For Cause," then the City shall pay Employee

(1) Compensation in the form of 12 months base salary.

B. In the event, at any time during the term of this Agreement, the City reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses or is unable, following ten (10) days' written notice, to comply with any other provision benefiting Employee herein, or if Employee resigns following a suggestion that he do so by a majority of the Council in a Council session, then for any one of those events, Employee may, at his option, deem such event to be "given notice of termination" on the date of such suggestion of resignation, reduction in compensation, or refusal to comply within the meaning and context of the provisions herein, and shall be entitled to the Severance Pay described above.

## **5.3 Termination by Employee**

A. In the event Employee shall resign his position as City Manager, other than in circumstances and other than as described in Section 5.2, Paragraph B, above, then he shall not be entitled to any severance compensation. Should Employee resign from employment other than in the circumstances described in Section 5.2, Paragraph B above, he will provide sixty (60) days notice in advance, unless the parties otherwise agree.

B. If Employee should become permanently disabled or is otherwise unable to reasonably perform his duties because of sickness, accident, injury, or mental incapacity for the City for a period of four (4) successive months or sixteen (16) successive weeks, or beyond any accrued sick leave, whichever is longer, the City shall have the option to terminate this Agreement, and such termination shall not be subject to the severance compensation requirement of this paragraph. If, however, disability occurs from a duty-related accident, injury or medical condition, then the City agrees to continue all salary payments to Employee, less any worker's compensation wage payments, for a period of six (6) months after any accrued sick leave, and COBRA benefits for Employee and dependents for a period of one (1) year from the onset of such disability.

## **Section 6. Performance Evaluations**

### **6.1 Performance Evaluations**

The Council shall review and evaluate the performance of Employee at the end of the first six (6) months of the term of this Agreement, and at least once annually thereafter. As part of this initial and subsequent annual review and evaluation process, the Mayor and each Council member shall provide Employee with a written and signed evaluation.



## **Section 7. Indemnification**

7.1 The City shall defend, hold harmless and indemnify Employee against any tort or 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, to the extent allowed by law. The City shall provide counsel and pay for all costs arising out of such actions, including any settlement or judgment in such action.

7.2 The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance, and Employee shall be covered under any errors and omissions or similar insurance policy maintained by the City.

## **Section 8. General Provisions**

8.1 **Residency Requirement.** As a condition of employment, Employee shall reside, and continuously maintain his residence, within the corporate limits of Kansas City, Missouri.

8.2 In consultation and agreement with the Employee, the City 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 such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, the Code or any other law.

8.3 It is understood by the parties that all provisions set forth in this Agreement are subject to the availability of funds. Until such funds are appropriated by the City Council, the provisions of this Agreement shall not constitute an obligation on the general funds of the City.

8.4 Any notice required pursuant to this Agreement may be served on Employee at his office in City Hall and upon the Mayor of the City at the Mayor's office in City Hall by delivering same to their respective assistant or secretary at their offices.

8.5 This Agreement shall be binding upon and inure to the benefit of the heirs at law and personal representatives or executors of Employee.

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

8.7 It is understood by the parties that no provision of this Agreement is intended to replace, displace or subrogate any rights employee may have under the Federal Medical Leave Act (FMLA), Title VII, the Age Discrimination in Employment Act (ADEA), the American Disabilities Act (ADA) or any other federal or state law or City ordinance.

8.8 The text herein shall constitute the entire Employment Agreement between the parties and may not be amended except in a writing executed by the City and Employee.

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IN WITNESS WHEREOF, the City of Kansas City, Missouri, by and through the undersigned in his official representative capacity as Mayor for the City has caused this Agreement to be signed and executed on its behalf as authorized by the City Council in Committee Substitute for Ordinance No. 200960, and duly attested by its City Clerk, and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.



Brian Platt  
City Manager

CITY OF KANSAS CITY, MISSOURI



Quinton D. Lucas  
Mayor

ATTEST:



City Clerk


Approved as to Form:



City Attorney (Associate)

Certificate of Availability of Funds

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, and a cash balance, otherwise unencumbered, in the treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation hereby incurred.

for   
Tammy L. Queen  
Director of Finance