

BILL NO. 24-1270

ORDINANCE # 24-1270

Introduced by: _____

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE CITY OF ST. JAMES AND INTERIM SOLUTIONS LLC TO SERVE AS INTERIM CITY ADMINISTRATOR AND PROVIDE AN EXECUTIVE SEARCH FOR THE CITY OF ST. JAMES.

WHEREAS THE CITY OF ST. JAMES, MISSOURI WISHES TO ENTER INTO A CONTRACT WITH INTERIM SOLUTIONS LLC TO SERVE AS AN INTERIM CITY ADMINISTRATOR AND;

WHEREAS BY THE TERMS OF SAID CONTRACT INTERIM SOLUTIONS WILL PROVIDE AN EXECUTIVE SEARCH TO OBTAIN CANDIDATES FOR A CITY ADMINISTRATOR;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF ST. JAMES, MISSOURI, AS FOLLOWS:

Section One. The Board of Aldermen of the City of St. James hereby approve a contract between the City of St. James, Missouri and Interim Solutions LLC as set forth in attached Exhibit A made a part hereof, extending the period of employment and compensation therefore.

Section Two. This ordinance shall be in full force and effect after its passage as provided by law and shall be enforceable retroactive to the date of the amended contract.

APPROVED this 13th day of May, 2024.



Rick Krawsecki, Mayor

ATTEST:

Quida Cochran

, Clerk

INTERIM MANAGEMENT AGREEMENT

THIS AGREEMENT dated this 13th day of May, 2024, by and between the City of St. James, Missouri, (herein "City") and Interim Solutions, L.L.C. (herein "Interim Solutions").

IN CONSIDERATION OF the performance of the services rendered under this Agreement and payment for such services, the parties agree to the following:

1. **Services** - Interim Solutions shall provide the City personnel appropriate to oversee responsibilities as interim City Administrator for the City. Such interim personnel shall be given all authority under state law, city charter, city ordinance, city resolution, or applicable city policies, in addition to any power specifically granted by the Mayor or City Council. The parties agree that J. Jeff Hancock ("assigned contractor" or "contractor") shall oversee these duties during the term of this Agreement. Interim Solutions affirms that the personnel assigned have reasonable expertise and competency to perform the tasks assigned herein. The parties also agree that J. Jeff Hancock (contractor) and in his role as interim St. James City Administrator will have the ability to provide as needed an assessment of the City's organization and do the executive search for a permanent City Administrator. To meet these organizational needs, and subject to budget capacity, adequate support staff and resources will be provided by the City; the budget capacity shall be in the sole discretion of the City Council.
- 1.1 **Time for Completion**- The obligations set forth herein shall commence on May 15, 2024. Services rendered to City by Interim Solutions shall be for three months and may be extended an additional three months by the City with 15 days' written notice prior to the expiration of the initial 3-month term.
- 1.2 **Termination** - Either party may terminate this agreement upon providing fifteen (15) days written notice to the other party, however if either the assigned contractor from Interim Solutions is terminated or hired by the City or the services rendered to the City are terminated before the end of the initial 3-month term, Interim Solutions shall be paid full compensation for the remainder of the initial term paid in a lump sum upon termination. If this contract and the services are extended for the additional 3-month term and the assigned contractor is terminated or hired by the City or the services rendered to the City are terminated before the end of the extended term, the City . I pay Interim Solutions in a lump sum payment the compensation Interim Solutions would have received had this agreement run to the end of the extended term.
- 1.3 **Compensation**- Contractor shall be compensated for services rendered and expenses incurred for the City of St. James, Missouri pursuant to this agreement in the following manner:
 - A. It is noted and will be recognized that the contractor must devote a

great deal of time outside the normal office hours on business for the City of St. James, Missouri and to that end the City of St. James understands that the contractor shall be allowed to establish an appropriate work schedule and that the schedule shall be appropriate to the needs of the City of St. James, Missouri provided that such work schedule shall include, in general, 24 hours minimally worked by the contractor on a weekly basis. The City of St. James, Missouri shall allow the contractor to faithfully perform his or her assigned duties and responsibilities.

- B. In consideration of above Section 1. City shall compensate Interim Solutions the sum of \$ 6,000 per month, payable upon submittal of a monthly invoice from Interim Solutions.
- C. The City shall provide the assigned contractor of Interim Solutions with the additional sum of \$500 per month for housing and mileage during the term of the contract.

1.4. **City Responsibilities-** City agrees to furnish the assigned contractor all information required to perform services under this Agreement including access to all records of the City. J. Jeff Hancock, the assigned contractor, acknowledges that as Interim City Administrator, he is subject to all confidentiality requirements of applicable law.

1.5. **Insurance and Indemnity-** The parties agree that the assigned contractor will be serving in the capacity of a public official for the City, and shall be entitled to all the immunities, privileges and protections of that status as set forth by applicable law. City agrees to hold Interim Solutions and its assigned contractor harmless from any and all claims, actions and damages, including a reasonable attorney fee, resulting from performance of interim management services under this Agreement, except for (a) any dishonest, fraudulent, criminal, willful, wanton, intentional or malicious act or course of conduct of the assigned contractor; (ii) any act or course of conduct of the assigned contractor which is not performed on behalf of the City; (iii) any act or course of conduct which is outside the scope of contractor's service with the City; (iv) any lawsuit brought against assigned contractor or against Interim Solutions by the City; (v) any act or omission contrary to or not in furtherance of any adopted city ordinance or policy; or (vi) workers compensation claims, which are covered in a different manner and subject to the provisions of Chapter 287 of the Revised Statutes of Missouri.

A. City recognizes and agrees that all persons assigned by Interim Solutions are independent contractors, and not the personnel of Interim Solutions.

1.6. **General Insurance Requirements-** City will maintain the following insurance coverage for Interim Solution's assigned contractor:

A. Employment Practices Coverage, including errors and omissions

coverage or equivalent, for all acts in the scope of performing services under this Agreement.

B. City shall provide proof of written endorsement to its policies binding the required coverage.

1.7 **Governing Law-** This agreement shall be governed by the laws of the state of Missouri, and it is agreed that this agreement is made in Phelps County, Missouri and that Phelps County, Missouri is proper venue for any action pertaining to the interpretation or enforcement of any provision within or services performed under this agreement.

1.8. **Nature of Relationship-** Interim Solutions is an independent Contractor and shall not function as an agent for the City, nor shall Interim Solutions or its contractors be deemed to be an employee of the City for any purpose whatsoever.

1.9 **Miscellaneous-** This agreement constitutes the entire agreement of the parties superseding all prior negotiations, written or verbal, and may only be amended by signed writing executed by the parties through their authorized representatives hereunder.

1.10 **Notices-** Any notice required hereunder shall be deemed delivered if delivered in person, or if sent first class mail, postage prepaid, to the parties as follows:

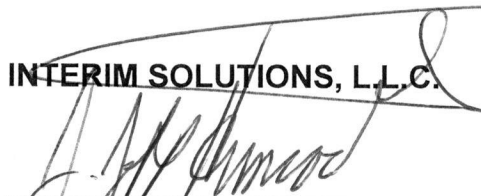
To Interim Solutions: J. Jeff Hancock
210 Weiskopf Way
Camdenton, MO 65020

To City: Hon. Rick Krawiecki, Mayor
100 S. Jefferson
St. James, MO 65559

Either party may designate in writing a new address for notice hereunder.

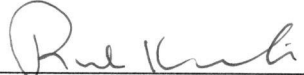
IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized signatories effective the date and year first above written.


INTERIM SOLUTIONS, L.L.C.


BY: J. Jeff Hancock,
Member

DATE:

**CITY OF ST. JAMES,
MISSOURI**


BY: _____
its: _____

DATE: 5-13-24
ATTEST:

_____, City Clerk