EMPLOYEE AGREEMENT

CITY OF BLAIR CITY ADMINISTRATOR

This Agreement, made and entered into this 24 day of November 2026 by and between the City of Blair, Nebraska, a municipal corporation (hereinafter called "City"), and Jessica Quady, (hereinafter called "Employee"), both of whom understand as follows:

WHEREAS, City desires to employ Employee as City Administrator for the City of Blair, Nebraska; and

WHEREAS, Employee desires to accept employment as City Administrator of City;

WHEREAS, City and Employee believe it to be in the best interest of both parties to formally specify the terms and conditions of employment.

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

Section 1. Duties and Authority

A. The city agrees to employ Jessica Quady as Blair City Administrator. The employee agrees to perform the functions and duties specified in Blair Municipal Code, the laws of the State of Nebraska, as well as other duties and functions consistent with the role of a City Administrator, as described in the Job Description labeled Exhibit A and other such duties as the Mayor and City Council may assign from time to time.

Section 2. Term

A. Start of Term. This agreement shall become effective and remain in full force starting January 3, 2027, until terminated by the City or Employee as provided below. Provided, however, the parties may mutually agree to a later start date.
B. Expiration . Unless this Agreement is terminated pursuant to Section 3 below, this Agreement and Employee employment shall be automatically renewed for successive periods of one (1) year (each, a “Renewal Term”) following expiration of the Initial Term and each successive Renewal Term. Notwithstanding the foregoing, this Agreement and Employee employment hereunder may be terminated prior to expiration of the Initial Term or any Renewal Term when and as provided in Section 3 hereof. The Initial Term and Renewal Term(s), if any, are collectively referred to herein as the “Term.” Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of the Employee with or without cause at any time prior to the End of the Term of the Mayor.
C. Expiration after Resignation. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position with the City, subject only to the provision set forth in Section 10 of this Agreement.
D. In the event employment is terminated with or without cause, the City's only obligation to the Employee shall be paid according to Section 3.

Section 3: Termination

A. Employee understands that under Nebraska Statute 16-309 and Blair City Code Chapter One, Article 3, Section 1-301, the Mayor, with City Council approval may remove the Employee at any

time. Furthermore, the Employee understands that they are not guaranteed any reappointment by any future Mayor of Blair, or approval by any future Blair City Council.

B. Termination by City for Cause. During any Term, the Mayor may terminate Employee's employment and any and all rights or benefits of Employee or obligations of the City under this Agreement for Cause.
    a. Definition of "Cause." For purposes of this Agreement, "Cause" shall be defined to include any of the following:
        i. Employee's conviction or plea of guilty or no contest to any felony or any crime involving moral turpitude, dishonesty or fraud;
        ii. Material breach of this Agreement; and/or
        iii. Commission of any dischargeable offense as defined in the City's employee handbook.

C. Termination For Reasons Other Than Cause, and Consideration Given for Release of All Claims Against City. Either Party may terminate this Agreement during any Term for any reason whatsoever upon thirty (30) days' written notice to the other Party.

D. Termination by City Other Than for Cause During Any Term. If the Mayor, with approval of a majority of the City Council, terminates Employee's employment during any Term for reasons other than Cause, the City shall pay Employee a single lump-sum payment equivalent to six (6) months of Employee's Base Salary at the rate in effect at the time of termination ("Release Payment"). The Release Payment is conditioned upon Employee signing and delivering an agreement containing the waivers and releases set forth below and that agreement becoming effective and irrevocable. Payment shall be made within thirty (30) days following termination.

E. Conditions of Release Payment. As a condition to payment of any Release Payment to Employee, Employee will be obligated to waive and release the City, and its elected and appointed officials, managers, employees, attorneys, and agents, from any and all claims of any nature whatsoever which may arise by reason of such termination, including but not limited to, an alleged breach of this Agreement (or any other express or implied contract), or any federal law, state law, or local ordinance, or a constitutional due process claim that Employee's termination by the City deprived Employee of a property interest in continued employment with the City and/or of a liberty interest in Employee's good name and reputation, and will execute appropriate documentation demonstrating such waivers and releases as a condition of payment.

Section 4: Compensation, Cell Phone, and Automobile Allowance

A. Base Salary. City agrees to pay Employee an annual base salary of $160,000 payable in installments in accordance with the City's usual payroll practices and procedures for management employees.

B. Performance Salary Increase. The City agrees to increase the compensation of the Employee up to three percent (3%) dependent upon the results of the performance evaluation conducted under the provisions of the City of Section 11 of this Agreement. Increased compensation can be in the form of a salary increase and/or a bonus.

C. Cost of Living Adjustment. The City agrees to increase the compensation each year by the council-approved cost-of-living adjustment granted to other employees of the City.

D. Technology and Cell Phone. The City shall provide Employee with a computer, necessary software and office equipment, office phone and cell phone required for the Employee to perform the job and to maintain communication. Unless using hand-free technology, the Employee shall not drive or operate a motor vehicle while conducting city business on the city phone, nor shall the Employee text communicate regarding any city business on the cell phone while driving. Employee agrees and understands that the cell phone may be subject to an open records request, and shall not

intentionally or unintentionally delete any public records from the cellular phone

E. Vehicle Allowance. The City agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of $3,600.00 per year, payable bi-weekly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The Employee 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. The City shall reimburse the Employee at the IRS standard mileage rate for any business use of their personal vehicle outside of Washington, Douglas, Sarpy, or Dodge Counties in Nebraska. Employee shall also have the option of using a City-owned automobile for conducting official City business and business travel. If Employee utilizes a city-owned vehicle, they are not entitled to a reimbursement of mileage. Employee hereby agrees not to have any alcohol, drugs, or tobacco products in their personal vehicle while doing City business. Employee hereby agrees to not be under the influence of any drug or alcohol while operating any vehicle during City business. Employee agrees and acknowledges that they shall have a valid operator's license and carry car insurance on the vehicle at all times while engaged in City business.

Section 5: Health, Disability, and Life Insurance Benefits

A. The City agrees to provide and to pay the premiums for health, hospitalization, surgical, dental, vision, and comprehensive medical insurance for the Employee at a rate as determined for all City of Blair full-time employees and their dependents on a yearly basis and as approved by the City Council.
B. The City agrees to provide and to pay one hundred percent (100%) of the premium for long-term disability and accidental death and dismemberment coverage for the Employee.
C. The City agrees to provide and pay one hundred percent (100%) of the premium due for a term life insurance policy for the Employee and their dependents subject to the City's benefit plans.
D. The Employee shall be eligible for all other benefits not specified in this agreement per the City of Blair's Employee Manual, as amended, but these benefits are optional and at the sole discretion and expense of the Employee.

Section 6: Vacation, Sick Leave, Floating Holidays, and other Leave

A. The Employee shall accrue sick and vacation leave on an annual basis at the highest rate provided to employees per the City's Employee Handbook. The City agrees to provide a one-time credit of sufficient additional hours to the employee's vacation bank to be added to the Employee's current vacation bank balance to bring the total balance to eighty hours (80) hours. Employee agrees that they cannot take the full eighty (80) hours at one time during the first year.
B. The Employee shall have three (3) floating eight (8) hour holidays which must be used by the last full pay period of the fiscal year. This shall be immediately available to the Employee and will reset each fiscal year thereafter.
C. The Employee shall be eligible for all Leave not specified in this agreement per the City of Blair's Employee Handbook or Policies, as amended, but any sections of this Agreement that conflict with the City of Blair's Employee Handbook or Policies, shall be superseded by this Section.
D. In no event, may the Employee take more than eighty (80) hours of vacation time at one time without the prior written approval of the Mayor.

Section 7: Residency

A. The Employee agrees to establish residence within thirty (30) miles from Blair City Hall at 218 South 16th Street, Blair, Nebraska, 68008 within 12 months of employment, and thereafter to

maintain residence within the defined boundaries of the local government.

Section 8: Retirement

A. The City agrees to keep Employee enrolled into the City of Blair's applicable retirement system, as stated in the City's Employee Handbook, and to make all the appropriate contributions on the Employee's behalf, for both the City and Employee share required.
B. The City shall match up to nine percent (9%) of the Employee's contribution for retirement. The City shall match up to five percent (5%) in the optional 457b plan with the first pay period and a mandatory four (4%) will be matched in the 414H plan after six (6) months of employment.

Section 9: General Business Expenses

A. City agrees to budget for and pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, advancement, and for the good of the City.
B. Upon Mayor's approval, City agrees to budget for and to pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for City, including but not limited to, the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local government groups and committees in which Employee serves as a member, and Employee agrees to provide Mayor and/or City Council with a report on the substance of the travel.
C. Upon Mayor's approval, City agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the City.

Section 10: Resignation

A. In the event Employee terminates her employment with the City during any Term for any or no reason, Employee shall provide thirty (30) days' written notice and shall continue to render services at the request and direction of the City during the notice period unless the City otherwise directs.
B. Employee shall receive her regular compensation and benefits as set forth in Sections 4 and 5 herein through the end of the thirty (30) day notice period, except that Employee's health insurance coverage shall continue through the last day of the calendar month in which her employment terminates, in accordance with the terms of the City's health insurance plan. The City's payment of health insurance premiums during such coverage period shall remain subject to the provisions of Section 5.

Section 11: Performance Evaluation

A. The Mayor, with input from the City Council, shall review and evaluate the performance of the Employee once annually during the annual performance evaluation period of all employees. The Mayor and the Human Resources Manager shall provide the Employee with a written summary of its evaluation and provide an opportunity for the Employee to discuss their evaluation with the Mayor and the Human Resources Manager. The purpose of this performance evaluation is to evaluate the Employee's job performance and determine any annual performance salary increases.

Section 12: Hours of Work

A. It is recognized the Employee must devote a great deal of time outside the normal office hours on business for the City, and to that the Employee shall be allowed to establish an appropriate work schedule. This schedule shall be appropriate to the needs of the City and shall allow Employee to

faithfully perform the assigned duties and responsibilities.

Section 13: **Outside Activities**

A. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 14: Other Terms and Conditions of Employment

A. The City, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the City of Blair Municipal Code or any other Nebraska state law. Except as otherwise provided in this Agreement, the Employee shall be entitled to the highest level of benefits that are enjoyed by other appointed executives of the City as provided in the Municipal Code for the City of Blair, Personnel Rules and Regulations, the Employee Handbook or by practice.

Section 15: Notices

A. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY:
City of Blair, Attn: Blair City Clerk
218 S. 16th Street
Blair, NE 68008

(2) EMPLOYEE:
Jessica Quady
1102 County Road C
Ithaca, NE 68033

B. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notices required pursuant to this Agreement shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Mail for the City will be addressed to City Hall in care of the Blair City Clerk.

Section 16: General Provisions

A. Integration. This Agreement sets forth and establishes the entire understanding between the City and the Employee relating to the employment of the Employee by the City. 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 part of this agreement.

B. Binding Effect. This Agreement shall be binding on the City and the Employee as well as their

heirs, assigns, executors, personal representatives, and successors in interest.

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.

D. Law. This Agreement shall be governed by Nebraska law.

Section 17: Ethical Commitments

A. Employee will at all times uphold the tenets of the ICMA Code of Ethics. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

B. City shall support Employee in keeping these commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign, or circulate any petition, or participate in any fund- raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality, and merit.

Executed the day and year first above written.

CITY:
City of Blair
Melinda K. Rump _____ Dated: _____
Mayor

EMPLOYEE:
Jessica Quady_____ Dated: _____

Approved as to Form Only:
Edmond Talbot _____ Dated: _____
City Attorney