

## DIRECTOR EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement") is entered into by and between the City of Branson, Missouri, a municipal corporation ("City"), and **Hillary Briand** ("Employee") as of the date of the last signature to this Agreement (the "Effective Date").

### Recitals

A. The City desires to retain Employee to provide the services set forth in this Agreement and as delegated by the Board of Aldermen from time to time in their sole and absolute discretion; and

B. Employee is willing to provide the services set forth in this Agreement upon the terms and subject to the conditions of this Agreement and its exhibits.

### Agreement

In consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Position and Duties. Employee shall be employed in the position of **City Clerk**. Employee shall perform such duties as may be assigned to him or her by the Board of Aldermen as well as duties outlined in Exhibit A to this Agreement. Employee acknowledges that his or her title and duties may change at any time during the term of this Agreement. Employee shall use his or her best efforts to promote the interests, condition (financial and otherwise) and welfare of the City and shall perform duties and responsibilities to the best of his or her ability in a diligent, trustworthy, businesslike and efficient manner. Employee shall comply at all times with all policies and procedures, codes of conduct, and ordinances of the City and statutes of the State of Missouri.

2. Compensation and Benefits.

(a) Base Salary. Employee's initial annual base salary shall be in the amount of \$119,500 (the "Base Salary"). The Base Salary shall be paid to Employee in accordance with the City's standard payroll practices and shall be subject to all applicable deductions and withholdings required by law. The Base Salary shall be prorated for any partial year of Employee's employment. Employee's Base Salary is subject to review from time to time, and the Board of Aldermen reserve the right to adjust Employee's Base Salary in their sole and absolute discretion.

(b) Other Benefits. Employee shall be eligible to participate in such employee benefit plans as are made available to, and on such terms and conditions applicable to other similarly situated employees of the City. Currently, the City provides full-time employees with medical, dental and life insurance coverages. The City may change or terminate any such benefit plan at any time, in the City's sole and absolute discretion, subject to applicable legal requirements.

(c) Vacation/Sick Leave. Employee shall accrue vacation leave in the same manner as all other full-time employees as provided in the City's Vacation Policy. Employee shall accrue sick leave in the same manner as all other full-time employees as provided in the City's Sick Leave Policy.

(d) Automobile. Certain Directors shall be provided an automobile selected by the City Administrator or Board of Aldermen to use in the course of performing duties for the City. If Employee is a Director that shall be provided an automobile to use, the City Administrator or the Board of Aldermen shall advise accordingly. Any automobile provided is City property that is subject to return upon Employee's termination.

(e) Laptop and Smart Phone. Certain Directors shall be provided a laptop and smart phone selected by the City Administrator or Board of Aldermen to use in the course of performing duties for the City. If Employee is a Director that shall be provided a laptop and smart phone to use, the City Administrator or the Board of Aldermen shall advise accordingly. Any laptop or smart phone provided are subject to the City's Acceptable Use Policy and is City property that is subject to return upon Employee's termination.

### 3. Term; Termination.

(a) General. At all times, Employee shall be employed as an "at will" employee of the City unless and until the Board of Aldermen or Employee gives the other party sixty (60) days written notice of their election to terminate Employee's employment (a "Termination Notice"); provided that (i) this Agreement shall automatically terminate upon Employee's death or Permanent Disability (as defined below), (ii) the City may terminate Employee's employment at any time for Cause or without Cause, and (iii) Employee may terminate Employee's employment at any time. The "Employment Period" shall mean the time period beginning with the Effective Date of this Agreement and ending with the date on which Employee's employment with the City terminates for any reason.

(b) Termination Upon Death. If Employee dies during the Employment Period, the City shall have no further obligation to Employee (or his or her estate), except for the payment of Base Salary accrued but unpaid through the date of Employee's death. Employee's eligibility to receive or participate in all other benefit and compensation plans shall terminate as of Employee's death.

(c) Termination Upon Disability. Subject to applicable state and federal law, the City may terminate Employee's employment upon the Permanent Disability of Employee. If Employee's employment is terminated due to a Permanent Disability, the City shall have no further obligation to Employee (or his or her estate) except for (i) the payment of Base Salary accrued but unpaid through the date of occurrence of Employee's Permanent Disability and (ii) any applicable benefits to which Employee may be entitled under the City's short-term or long-term disability plans or policies, if any, in effect at the time of such termination. "Permanent Disability" shall mean the Employee's inability to engage in any substantial gainful activity because of a medically determinable physical or mental impairment which can be expected to

result in death or can be expected to last for a continuous period of not less than 12 months, or the Employee's receipt of income replacement benefits for a period of not less than three months under an accident or health plan sponsored by the City. The Employee shall be deemed Permanently Disabled if the Employee is determined to be totally disabled by the Social Security Administration.

(d) Termination by City For Cause. If the Board of Aldermen terminate Employee's employment for Cause during the Employment Period, the City shall have no further obligation to Employee except for (i) the payment of Base Salary accrued but unpaid through the date of termination and (ii) any obligations required by applicable law. If Employee's employment ends for any reason other than discharge by the Board of Aldermen for Cause, but at a time when the Board of Aldermen had Cause to terminate Employee (or would have had Cause if it knew of all relevant facts), Employee's termination shall be treated as a discharge by the City for Cause. The term "Cause" for termination by the Board of Aldermen of Employee's employment shall mean (1) an act of dishonesty made by Employee in connection with Employee's responsibilities which has a material effect on the business of the City; (2) Employee's substantial and willful failure or refusal to perform the duties or render the services reasonably assigned to Employee by the City from time to time, other than resulting from Employee's incapacity due to physical or mental illness; (3) a conviction, guilty plea or plea of nolo contendere of Employee to any felony crime, or any other act of moral turpitude; (4) the willful engaging by Employee in misconduct that is demonstrably and materially injurious to the City, monetarily or otherwise; (5) a material violation by Employee of the code of ethics of the City; (6) Employee's willful breach of any obligations under this written agreement, any ordinance of the City or any statute of the State; (7) the repeated use of alcohol by Employee that materially interferes with his or her duties, the use of illegal drugs by Employee, or a violation by Employee of the drug and/or alcohol policies of the City; or (8) any conduct that within the reasonable discretion of the Board of Aldermen warrant termination for Cause. No act or omission shall be considered "willful" unless it is done or omitted in bad faith or without reasonable belief that the action or omission was in the best interests of the City.

(e) Termination by City Without Cause. If the Board of Aldermen terminate Employee's employment without Cause during the Employment Period, the City shall have no further obligation to Employee (or his or her estate) except for (i) the payment of Base Salary accrued but unpaid through the date of termination, (ii) any obligations required by applicable law, and (iii) the lump sum payment of an amount equal to four (4) months of Employee's then-current Base Salary (the "Severance Amount"). Employee's receipt of the Severance Amount shall be conditioned upon Employee's execution and delivery to the City of a separation agreement and release in the form acceptable to the City.

(f) Termination by Employee. If Employee terminates employment with the City at any time and for any reason, the City shall have no further obligation to Employee except for (i) the payment of Base Salary accrued but unpaid through the date of termination, and (ii) any obligations required by applicable law.

(g) Return of City Property. Upon the termination of Employee's employment for any reason, Employee shall return any and all City property in his or her possession, including but not limited to keys, smart phone, laptop, hard drives, USB/flash drives, documents (regardless of whether they are in electronic or physical form), automobile, and any other equipment, materials or tools acquired during his or her employment.

4. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service, or by email to the current City Administrator and/or any member of the Board of Aldermen and Employee. Any notice under this Agreement shall be deemed to have been given (i) when personally delivered or sent by email or (ii) one day after being sent by reputable overnight express courier (charges prepaid).

5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any action in any other jurisdiction, and, to the extent permitted by applicable law, this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

6. Entire Agreement. This Agreement constitutes the entire and sole agreement between the City and Employee with respect to Employee's employment or the termination thereof and compensation, and there are no other agreements or understandings either written or oral with respect thereto.

7. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

8. Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without reference to the choice of law principles or rules thereof. The parties hereto irrevocably consent to the personal and subject matter jurisdiction and venue of the state or federal courts for the State of Missouri located in Taney County and agree that all actions, proceedings, litigation, disputes, or claims relating to or arising out of this Agreement shall be brought and tried only in such courts.

9. Headings. The headings and other captions in this Agreement are included solely for convenience of reference and will not control the meaning and interpretation of any provision of this Agreement.

10. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the City and Employee, and no course of conduct or course of dealing or failure or delay by any party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.





CITY OF BRANSON - POSITION DESCRIPTION  
*CITY CLERK*

Grade: 103  
FLSA Status: Exempt  
Department: City Clerk

**POSITION SUMMARY:**

The City Clerk directs, supervises and manages the City Clerk and Municipal Court Departments. The City Clerk retains custody of, and maintains all official records of the City of Branson, which includes the official actions taken by the Board of Aldermen.

Responsibilities include coordinating the activities of the office with elected officials, city directors and employees. The City Clerk is responsible for the administrative side of the Municipal Court's non-judicial operations. The City Clerk is responsible for compliance and contract management with the development and implementation of contracts; tracking of litigation and use of outside counsel. The City Clerk oversees the development and administers budgets for the City Clerk/Municipal Court/Legal departments. Daily supervision is under the general direction of the City Administrator. The City Clerk is appointed by the Board of Aldermen and serves at the pleasure of the Board.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

Requires a regular and consistent physical presence, at the approved time, in the City Clerk department offices in City Hall. The duties and responsibilities required of this position include the following:

1. Behaves in a manner that promotes a productive, healthy, safe and positive work environment by:
  - a. Depicting trustworthiness through integrity, truthfulness, consistency and honesty, and while protecting confidential information as necessary;
  - b. Creating and maintaining positive relationships at all levels by treating others with courtesy, respect and in a conflict-free professional manner, and believing the best in others;
  - c. Taking into consideration the effects on others, on costs, and on intended outcomes of decisions and actions taken;
  - d. Upholding the public trust by being safe, enforcing safety, and working promptly, diligently and with a focus on quality;
  - e. Showing impartiality and equity toward others, and not using job responsibilities to provide nor elicit special favors, and by not making promises that conflict with job duties and responsibilities;
  - f. Adhering to all policies, laws and regulations as applicable to the role and to being a citizen.
2. Follows the legal and ethical directives of supervisor(s).
3. Oversees and ensures the preparation of Board of Aldermen agenda packets.
4. Ensures legal notification of various Board of Aldermen, commission and committee meetings meet the requirements of the Sunshine Law.
5. Directs the preparation of ordinances, code, procedures and policies; oversees creation of documents and forms needed for implementation.
6. Attends all regularly and specially called meetings of the Board of Aldermen; understands and implements Parliamentary Procedure at meetings.

7. Oversees and directs follow-up activities resulting from Board of Aldermen meetings.
8. Acts as custodian of the corporate seal and affixes the impression to official documents required to be issued and attests the documents.
9. Serves as the Custodian of Records for the City; oversees the maintenance and certification of official records of all City documents; ensures that requests are fulfilled for records, and maintained in compliance with the Sunshine Law.
10. Supervises file maintenance, indexing and archiving of both paper and electronic records for rapid retrieval.
11. Ensures department processes meet the State of Missouri legal requirements.
12. Directs the development of manual and computerized filing systems for City documents.
13. Provides oversight of multiple districts: Tax Increment Financing Districts, Community Improvement Districts, Transportation Development District, and Industrial Development Authority, and Public Building Corporation. Responsible for state compliance, registration and audits; acts as the Registered Agent.
14. Tracks terms of members of various boards and committees; updates appointments.
15. Sits as the Administrative Judge for business license revocations; decides and orders revocations.
16. Oversees employees processing annexation documents; ensures they are routed to the proper agencies.
17. Oversees and maintains titles for all city vehicles.
18. Oversees updates to City's Municipal Code.
19. Serves as the City's Election Official, coordinating all aspects of the City's General and Special Elections, interfacing closely with the Taney County Clerk and ensuring all legal requirements are met.
20. Administers the oath of office to elected officials.
21. Maintains an awareness of constantly changing laws, legislation, rules and regulations governing all aspects of the City; evaluates to determine impact on operations and procedures in the City and presents recommendations to the Board of Aldermen and City Administrator.
22. Researches, interprets and responds to inquiries from the Board, public and city staff about city business, ordinances and policies.
23. Oversees the preparation of legal notices.
24. Manages bids, officiates at bid openings and oversees archiving of bid documents.
25. Oversees Notary Public and voter registration services for residents, staff and the public.
26. Prepares annual budget for three departments; monitors revenues and expenditures to assure effective and efficient use of budgeted funds, personnel, materials, facilities and time.
27. Establishes goals and objectives for three departments; manages and supervises the departments to achieve goals within available resources; provides leadership and direction in the development of short and long-range plans.
28. Demonstrates continuous effort to improve operations, decrease turnaround times, streamline work processes, work cooperatively and jointly to provide quality customer service.
29. Establishes criteria for hiring, conducts interviews, hires, trains, and evaluates assigned staff. Assigns duties and determines work procedures, prepares schedules; studies and standardizes procedures to improve efficiency and effectiveness of operations.
30. Develops and writes policies and procedures for implementation for three departments; provides educational seminars for all departments regarding the procedures.

#### **Legal Department**

31. Oversees and monitors tracking of contracts, agreements, leases and other documents.
32. Ensures that City insurance requirements are met; reviews contracts and agreements to determine level of insurance needed.
33. Develops procedures, forms and processes for contract management; educates all City departments on contract and insurance requirements; provides training to the departments.
34. Ensures City's compliance with business/contractor's licenses, immigration laws and prevailing wage; reviews legislative and statutory requirements.
35. Manages City's litigation and use of outside counsel.

## Court

36. Responsible for the administrative side of the Municipal Court's non-judicial operations.
37. Prepares and oversees the Municipal Court Department's budget.
38. Assists in the hiring, firing and discipline of Municipal Court employees.
39. Oversees the management of payroll and purchasing for the Municipal Court Department.
40. Assists with facility management, including court security, construction and/or reconstruction.
41. Houses archived court documents and assists in the destruction of these records in accordance with Missouri Secretary of State Guidelines and Supreme Court Rules.
42. Distributes monthly and year-end statistical analysis of court data.

## KNOWLEDGE, SKILLS, AND ABILITIES

*\*Any combination of education, training, and experience providing the following knowledge, skills, and abilities.*

- Knowledge of modern office practices and Standard English usage; business correspondence formats; accurate grammar, spelling and punctuation.
- Knowledge of general office practices and procedures and of the procedures and services of the City Clerk Department.
- Knowledge of word processing, database and spreadsheet operations to create detailed reports, statements and presentations.
- Knowledge of word processing, database and spreadsheet operations to create detailed reports, statements and presentations.
- Ability to communicate effectively in English both verbally and in writing.
- Ability to maintain an appropriate level of confidentiality for both written and verbal information.
- Ability to handle deadlines and stressful situations in a calm, orderly and accurate manner.
- Ability to remember and recall details to provide customer and staff with appropriate information.
- Ability to read, understand and interpret a variety of information.
- Ability to take appropriate initiative in completing work by setting priorities and meeting deadlines.
- Ability to deal effectively and courteously with associates and the general public.
- Ability to follow oral and written instructions including accurately and efficiently carrying out set procedures, preparing, and presenting both written and verbal reports.
- Ability to perform detailed clerical accounting work and to prepare detailed statements and records.
- Ability to prepare and/or process purchase orders.
- Ability to make recommendations that impact the budget.
- Ability to use small office equipment, including copy machines or multi-line telephone systems.
- Ability to use various types of computer software (including Microsoft Office) and hardware.
- Ability to type rapidly and accurately.
- Ability to learn and be the administrator of varying software platforms.
- Accountable for inventory/property management.

## PHYSICAL DEMANDS

The physical demands and working environment, which follow, is representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to fully perform the essential functions of their positions; but even with any such accommodation, the employee must be able to perform all essential duties in a manner that does not endanger his or her health or safety or the health or safety of others.

While performing the duties of this position, the employee must be able to talk, hear, see, sit, stoop, bend and reach to both ground level and overhead as well as holding and gripping objects. The employee may be required to lift/move/carry up to twenty-five pounds; have the ability to multi-task when dealing with phone, computer inquiries and physical interruptions. Must be able to operate basic office equipment (i.e., copier, scanner,

computer, keyboard, mouse and other computer technology) required for job duties. Specific vision abilities required by this position include close vision, peripheral vision and the ability to adjust focus in order to review documents and forms.

**WORKING ENVIRONMENT**

While performing the duties of this position, the employee is primarily indoors with heating and cooling regulated in a general office environment. The incumbent in this position may experience agitated, upset and angry citizens. The noise level in the indoor work environment is normally low.

**MINIMUM REQUIRED EXPERIENCE, EDUCATION, AND TRAINING**

- A High school diploma or GED equivalent is required.
- Graduation from a program, college, university, or institution of higher learning regionally accredited through the U.S. Department of Education through one of its regional accrediting agencies with a Bachelor's **Degree** in political science, business, or other related degree is required.
  - Directly related full-time work experience, as determined by the Department Director, of five (5) or more years of full-time employment may be consider in lieu of the degree requirement.
- Three (3) years of experience working within the City Clerk field is required.
- Five (5) years of experience in clerical work is required.

**PREFERRED EXPERIENCE, EDUCATION AND TRAINING**

- Missouri Registered City Clerk (MRCC) is preferred.
- Certified Municipal Clerk (CMC) is preferred.
- Master Municipal Clerk Certification is preferred.
- National Career Readiness Certificate is preferred.

**MISCELLANEOUS REQUIREMENTS**

- Must be at least 21 years of age.
- Must be highly engaged in the department's goals and be able to work cooperatively with City Clerk's leadership in achieving those goals.
- Must possess a high degree of integrity, strong work ethic and ability to work independently with minimal supervision.
- Must demonstrate excellent customer service to those of internal or external to the department.
- Must possess a valid driver's license and must be insurable under the City of Branson's motor vehicle coverage when operating a vehicle as a part of the position
- Must act safely and follow safety standards while at work.
- Must possess no felony convictions and have no serious misdemeanor convictions within the past 5 years.
- Must be able to pass a background investigation and drug and alcohol screenings.

Please check on the statement below that apply and as appropriate fill in any associated blank spaces:

\_\_\_\_\_ I CAN PERFORM THE "ESSENTIAL" FUNCTIONS OF THE POSITION WITHOUT ACCOMODATION; OR

\_\_\_\_\_ IN ORDER FOR ME TO PERFORM THE "ESSENTIAL" FUNCTIONS OF THE POSITION, I WOULD NEED THE FOLLOWING REASONABLE ACCOMODATION(S): OR

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\_\_\_\_ I CANNOT PERFORM THE "ESSENTIAL" FUNCTIONS WITH OR WITHOUT REASONABLE ACCOMMODATIONS.

AND:

\_\_\_\_ I HAVE THOROUGHLY READ THIS POSITION DESCRIPTION AND I POSSESS ALL THE REQUIREMENTS LISTED WITHOUT EXCEPTION; OR

\_\_\_\_ I HAVE THOROUGHLY READ THIS POSITION DESCRIPTION AND I POSSESS ALL THE REQUIREMENTS LISTED EXCEPT THE FOLLOWING:

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DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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PRINT YOUR FULL NAME: \_\_\_\_\_

\_\_\_\_\_

\*\*The City reserves the right to solely determine which accommodations, if any, are "reasonable."

*Note: The City of Branson reserves the right to modify position descriptions at any time, with or without notice, including, but not limited to: adding or subtracting role responsibilities, tasks and expectation; adding or subtracting experience, certification or education requirements for the job; changes to the FLSA status; determination of shifts or hours or work normally scheduled for the position; or any other element the City deems necessary to change.*