Bill No. 2026-20

ORDINANCE NO. 4208

AN ORDINANCE AUTHORIZING THE CITY OF CLINTON, MISSOURI, TO ENTER INTO A CONSULTANT AGREEMENT WITH CHRISTY MAGGI AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS the City of Clinton is currently transitioning from one City Administrator to another; and

WHEREAS the prior City Administrator, Christy Maggi, has substantial history and institutional knowledge with the City of Clinton and its operations through her career; and

WHEREAS the City would be benefitted by having access to the knowledge and understanding of Christy Maggi during the several months after the transition to a new City Administrator; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CLINTON, MISSOURI, AS FOLLOWS:

Section 1. Approval of Agreement. The Consultant Agreement between the City of Clinton, Missouri ("City"), and Christy Maggi,("Consultant"), substantially in the form attached to this Ordinance as **Exhibit A** and incorporated herein by reference, is hereby approved.

Under the Agreement, Consultant may provide review, analysis, advice, and input on matters identified by the City Administrator or Mayor, subject to the Agreement's terms and conditions, including its hourly compensation rate and limits on hours worked.

Section 2. Authorization to Execute. The Mayor is authorized to execute the Agreement on behalf of the City, and the City Clerk is authorized to attest the Mayor's signature and affix the City's seal, if required. The Mayor may approve and execute nonmaterial changes to the Agreement that are consistent with this Ordinance and the purpose of the Agreement.

Section 3. No Other Authority Granted. Nothing in this Ordinance or the Agreement grants Consultant authority to bind the City, enter into agreements on the City's behalf, direct City employees, or make decisions reserved to the City Council or City officers.

Section 4. Effective Date. This Ordinance shall take effect upon passage.

Read both times and passed this 20th day of October, 2026.

Carla Moberly

Carla Moberly, Presiding Officer

ATTEST:

Ayes 7: Brenda Elliott, Gene Henry, Rob Hills, Roger House, Gary Mount, Christy Staashelm and Bill Thole
Nays 0
Absent 1: Austin Jones

Wendee Seaton

Wendee Seaton, City Clerk

THE CITY OF CLINTON MISSOURI
GREAT PEOPLE, BY NATURE

Carla Moberly

Carla Moberly, Mayor

CONSULTANT AGREEMENT

This Consultant Agreement ("Agreement") is entered into as of the date signed below by and between the **City of Clinton, Missouri** ("City") and **Christy Maggi** ("Consultant").

1. **Services.** At the direction of the City Administrator or Mayor, Consultant shall provide review, analysis, advice, and input concerning matters identified by the City Administrator or Mayor. Consultant shall perform the services requested with reasonable care and shall keep the City Administrator or Mayor reasonably informed of the work performed.

   Consultant has no authority to bind the City, enter into agreements on the City's behalf, direct City employees, or make decisions reserved to the City, its governing body, or its officers. Consultant shall not represent that Consultant has such authority.

2. **Term and Termination.** This Agreement begins on November 1, 2026 and continues for a period of 180 days, unless extended or terminated prior. Either party may terminate, or extend, this Agreement at any time by providing written notice to the other party of 14 days advance termination. The City shall pay Consultant for authorized services performed through the effective date of termination, subject to the terms of this Agreement.

3. **Compensation and Hours.** The City shall pay Consultant **$61.31 per hour** for services performed under this Agreement. Consultant shall not work more than **10 hours in any single week** or more than **20 hours in any two-week period**. These limits apply regardless of the number or type of assignments. Consultant must obtain the City's prior written approval before performing any work that would exceed either limit. City is not obligated to pay for unauthorized hours exceeding these limits.

   No minimum number of hours or amount of work is guaranteed. Consultant shall not incur expenses on the City's behalf unless the City Administrator or Mayor has approved them in advance in writing. Approved expenses shall be itemized and supported by receipts.

4. **Invoices and Payment.** Consultant shall submit a billing statement to the City monthly. Each statement shall identify the dates worked, hours expended, hourly rate, and a reasonably detailed description of the services performed for the City. Any approved expenses shall be listed separately and supported by receipts.

   The City shall pay an undisputed billing statement within 30 days after receiving it. The City may request additional information reasonably necessary to review a statement and may identify and withhold a disputed amount while the parties work in good faith to resolve the dispute.

5. **Independent Contractor.** Consultant is an independent contractor and is not an employee, agent, or partner of the City. Consultant is not entitled to City employee benefits, including leave, retirement benefits, health insurance, or workers' compensation coverage, except as required by law. Consultant is responsible for all applicable taxes, withholdings, insurance, licenses, and other obligations arising from payments under this Agreement.

   Consultant shall determine the manner and means of performing the services, subject to the City's direction regarding the requested work, the requirements of this Agreement, and applicable law.

6. **Confidentiality and Public Records.** Consultant shall use information received from the City only to perform services under this Agreement and shall not disclose or use it for any other purpose, except with the City's authorization or as required by law. Consultant shall take reasonable steps to protect such information from unauthorized access, use, or disclosure and shall promptly notify the City of any suspected unauthorized disclosure.

This obligation does not apply to information that is publicly available through no breach of this Agreement or that Consultant is legally required to disclose. Nothing in this Agreement requires the City to withhold a record that must be disclosed under Missouri's Sunshine Law, Chapter 610, RSMo, or other applicable law. Consultant shall promptly notify the City of any request or legal demand received by Consultant for City information and, unless prohibited by law, allow the City an opportunity to respond.

Consultant shall return or securely destroy City information in Consultant's possession upon the City's request or termination of this Agreement, except to the extent retention is required by law. Any required retention shall be that of the City.

7. **Work Product.** Any reports, memoranda, analyses, or other materials Consultant creates specifically for the City under this Agreement shall be delivered to the City upon request and shall belong to the City, subject to any applicable rights in Consultant's pre-existing materials. Consultant may not disclose or reuse City-specific work product except with the City's written authorization or as required by law.

8. **Compliance with Law.** Consultant shall comply with applicable federal, state, and local laws while performing services under this Agreement. Consultant shall promptly disclose to the City any actual conflict of interest that could materially affect Consultant's performance.

9. **General Terms.** This Agreement is the entire agreement between the parties concerning its subject matter and may be amended only by a written instrument signed by both parties. If any provision is found unenforceable, the remaining provisions shall remain in effect. Missouri law governs this Agreement.

10. **Interpretation and Choice of Law**. The terms of this shall be interpreted based on the laws of the State of Missouri. Any dispute arising herein shall first be negotiated by the parties or their legal representatives. If no resolution can be had then the parties shall submit to mediation prior to any legal actions, the costs to be paid 50/50. Any suit filed shall be filed in Henry County, Missouri. The prevailing party shall have a right to recover a reasonable sum of attorney fees.

11. **Signatures**

CITY OF CLINTON, MISSOURI

Carla Moberly Date: 10-22-26

Carla Moberly, Mayor

Wendee Seaton Date: 10-22-26

Wendee Seaton, City Clerk

CONSULTANT

Christy Maggi Date: 10/22/26

Christy Maggi