

EMPLOYEE AGREEMENT  
CITY OF BLAIR  
CHIEF OF POLICE  
APRIL 3, 2025  
JEREMY KINSEY

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Blair, Nebraska, a municipal corporation (hereinafter called "City"), and Jeremy Kinsey, (hereinafter called "Employee"), both of whom understand as follows:

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

WHEREAS, Employee desires to accept employment as Police Chief 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**

The City agrees to employ Jeremy Kinsey as Chief of Police. 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 Chief of Police, 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. The start date of this agreement will commence on April 28<sup>th</sup>, 2025, at which time the Employee shall be the Chief of Police Appointee.
- B. Expiration. This Agreement shall expire on the last day of the serving Mayor's term(s) or until the Police Chief's successor is appointed pursuant to Neb. Rev. Stat. §16-309, Blair City Code Chapter One, Article 3, Section 1-301.01, whichever is later, except as specifically provided in this Agreement. 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. The parties may modify this Agreement by mutual written agreement.
- E. In the event employment is terminated with or without cause, the City's only obligation to the Employee shall be to pay all compensation and benefits accrued, but unpaid, as of the date of termination.

### **Section 3: Compensation, Cell Phone, and Automobile Allowance**

- A. Base Salary. City agrees to pay Employee an annual base salary of One Hundred Thirty Nine Thousand Sixty-Eight Dollars and 80/100 (139,068.80) which is Pay Grade 49, Step H, on the City of Blair's current Wage Schedule, payable in installments in accordance with the City's usual payroll practices and procedures for management employees.
- B. Recommended Salary Increase. Commencing on October 1, 2025, the Employee shall receive a Pay Grade change to Pay Grade 53, Step H, which is currently One Hundred Forty Seven Thousand Six Hundred and Thirty Eight Dollars and 40/100 (\$147,638.40) determined by the City Administrator, based upon the Employee's annual performance evaluation.
- C. Annual Increase Commencing in Fiscal Year 2025-2026. City agrees to evaluate the base salary on an annual basis. Employee shall be entitled to annual salary adjustments equal to the same percentage as all City employees receive if salary adjustments are made across the board.
- D. Cellular Phone. During the term in which the Employee is engaged in the performance of their duties and responsibilities pursuant to this agreement, the City agrees to provide Employee with a City Sponsored Phone. Employee shall not drive or operate a motor vehicle while conducting city business on the Employee's city phone, nor shall the Employee text communicate regarding any city business on the personal cellular phone. Employee agrees and understands that his personal cell phone may be subject to an open records request, and he shall not intentionally or unintentionally delete any public records from his cellular phone.
- E. Automobile. During the term in which the Employee is engaged in the performance of their duties and responsibilities pursuant to this agreement, the City agrees to provide One Hundred Seventy Five Dollars (\$175.00) per pay period allowance for the use of their personal automobile in recognition of the requirements of the position and in lieu of a mileage rate reimbursement for business trips inside of Washington, Douglas, Sarpy, or Dodge Counties in Nebraska. Should Employee use their own personal vehicle for City business travel outside of Washington, Douglas, Sarpy, or Dodge Counties in Nebraska, City shall reimburse Employee at the current I.R.S. Mileage Reimbursement rate. 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, he is not entitled to reimbursement of mileage. Employee hereby agrees that he will not have any alcohol, drugs, or tobacco products in his personal vehicle while doing City business. Employee hereby agrees that he is not to be under the influence of any drug or alcohol while operating any vehicle during City business. Employee agrees and acknowledges that he shall have a valid operator's license and carry car insurance on the vehicle at all times while engaged in City business.

#### **Section 4: 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 in the amount of \$35,000. The Employee shall name the beneficiary of the life insurance policy. The City Blair will pay for the Employee life insurance for Employee under this paragraph (not to exceed \$35,000.00), spouse (not to exceed \$15,000.00), and children under 19 years of age, (not to exceed \$7,500.00).
- 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 5: Vacation, Sick Leave, Floating Holidays, and other Leave**

- A. The City agrees to provide a one-time credit of eighty hours (80) to the Employee's current vacation bank. Employee shall accrue additional hours as set forth by the current Employee Handbook.
- B. The Employee shall receive a one time credit of forty hours (40) of sick leave with the stipulation that the Employee shall not accrue any further sick leave until the first pay period of fiscal year 2026. The Employee shall accrue sick leave on an annual basis at the highest rate provided to employees per the City's Employee Handbook and the Employee is entitled to a limit of nine hundred and forty four (944) hours of sick leave.
- C. 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.
- D. The Employee shall be eligible for all Leave not specified in this agreement per the City of Blair's Employee Manual, as amended, but any sections of this Agreement that conflict with the City of Blair's Employee Manual, shall be superseded by this Section, 5, Terms and Conditions.

#### **Section 6: Residency**

While employed as Police Chief, Employee shall reside within thirty (30) miles from Blair City Hall at 218 S. 16<sup>th</sup> Street, Blair, Nebraska.

## **Section 7: Retirement**

- A. The City agrees to keep Employee enrolled into the City of Blair's applicable retirement system, as stated by Nebraska State Statute, and to make all the appropriate contributions on the Employee's behalf, for both the City and Employee share required.
- B. As allowed by Plan Agreements, the City will match up to seven percent (7%) of the Employee's contribution to the 414H Plan with the first (1<sup>st</sup>) pay period.

## **Section 8: 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.
- 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 9: Termination**

- A. Employee understands that under Nebraska Statute 16-309 and Blair City Code Chapter One, Article 3, Section 1-301.01, the Mayor, with City Council approval may remove the Employee per Civil Service Rules and Regulations. Furthermore, the Employee understands that he is not guaranteed any reappointment by any future Mayor of Blair, or approval by any future Blair City Council.
- B. If the Employee is terminated for any reason, including with or without cause, the City's only obligation to the Employee shall be to pay all compensation and benefits accrued, but unpaid, as of the date of termination.

## **Section 10: Resignation**

In the event that the Employee voluntarily resigns his position with the City, the Employee shall provide a minimum of thirty (30) days' notice, unless the parties agree otherwise. If the Employee resigns, the City's only obligation to the Employee shall be to pay all compensation and benefits accrued, but unpaid, as of the date of resignation.

## **Section 11: Performance Evaluation**

The City Administrator, shall evaluate the performance of the Employee once annually during the annual performance evaluation period of all employees. The City Administrator 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 City Administrator 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**

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**

Employee agrees to remain in the exclusive employment of the City of Blair until termination or resignation as outlined in this Agreement. Employee will be allowed to engage in outside employment with permission of the City Administrator.

## **Section 14: Other Terms and Conditions of Employment**

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**

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

CITY:

City of Blair, Attn: Blair City Clerk  
218 S. 16<sup>th</sup> Street

Initialed by Employee/Mayor\_\_\_\_\_/\_\_\_\_\_

Blair, NE 68008

(2) EMPLOYEE:

Jeremy Kinsey  
9908 South 100th Street  
La Vista, NE 68128

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 in the City of Blair or Washington County, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Initialed by Employee/Mayor\_\_\_\_\_/\_\_\_\_\_

- 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 Rump\_\_\_\_\_

Mayor

Dated:\_\_\_\_\_

Employee

Jeremy Kinsey\_\_\_\_\_

Dated:\_\_\_\_\_

Initialed by Employee/Mayor\_\_\_\_\_/\_\_\_\_\_



**EXHIBIT A**  
**JOB DESCRIPTION**

Initialed by Employee/Mayor\_\_\_\_\_/\_\_\_\_\_