

EMPLOYMENT AGREEMENT

This Employment Agreement is made and entered into by and between the City of Breckenridge, Texas (the “City”), a municipal corporation, and _____ (“Employee”), an individual, on this the ____ day of _____, 2023 (the “Effective Date”).

WHEREAS, the City has offered Employee employment with the City with certain bonuses, provided the Employee remains employed by the City for at least two (2) years, and Employee wishes to enter into employment with the City under these terms; and

WHEREAS, the City and Employee wish to enter into a formal agreement to memorialize this arrangement.

NOW, THEREFORE, the City and Employee agree as follows:

1. Bonuses. The City agrees to pay Employee the following sums according to the following schedule (the “Bonuses”):

\$500.00	Three months from the Effective Date
\$500.00	Twelve months from the Effective Date
\$500.00	Eighteen months from the Effective Date

2. Employment Term. In exchange for the City’s payment of the Bonuses, Employee hereby agrees to remain in the employ of the City for a period of no less than two (2) years from the Effective Date of this Agreement (the “Employment Term”).

3. Repayment.

3.1. In the event Employee (1) voluntarily resigns from employment with the City or (2) is involuntarily dismissed from employment “for cause” by the City prior to the expiration of the Employment Term, Employee will reimburse the City for all Bonuses paid by the City up to the Employee’s last day of employment. Involuntary dismissal “for cause” as used in this Agreement, means Employee’s discharge or dismissal by the City for performance or actions that do not comply with the City’s Personnel Policy and Procedure Manual.

3.2. All amounts which shall become due under this Agreement shall be paid within ninety (90) days of demand for such payment by the City. By execution of this Agreement, Employee agrees to allow the City to deduct up to 50% of Employee’s final paycheck from the City, including any accumulated vacation time, for this purpose.

3.3. If Employee is involuntarily dismissed from employment “without cause” prior to the expiration of the Employment Term, or if Employee continues to be employed beyond the Employment Term, Employee shall not be required to reimburse the City for the Bonuses.

4. Amendment. Any amendment to the terms of this Agreement must be agreed to in writing between the parties.

5. Application of Law. The parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and pursuant to the laws of the State of Texas and that venue for any action under this Agreement shall lie in Stephens County, Texas.

CITY OF BRECKENRIDGE, TEXAS

Cynthia Northrop, City Manager

Date: _____

EMPLOYEE

Date: _____