

**EMPLOYMENT AGREEMENT  
FOR CITY SECRETARY**

This Agreement for Professional Services and Employment as City Secretary (this “Agreement”), is made and entered into effective as of the 23rd day of January, 2023, by and between the City of Burleson, Texas, a municipal corporation (the “City”), and Amanda J. Campos, (the “Secretary”), to establish and set forth the terms and conditions of the employment of Secretary as the City Secretary of the City.

**W I T N E S S E T H:**

**WHEREAS**, the City Council of the City of Burleson (“the Council”) and the Secretary believe that employment agreements negotiated between city councils and city secretaries can be mutually beneficial to the City organization, the Secretary, and the community they serve;

**WHEREAS**, when appropriately structured, the Council and Secretary believe employment agreements can strengthen the Council-Secretary relationship by enhancing the excellence and continuity of the position for the benefit of its citizens;

**WHEREAS**, the Council and Secretary believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of state law, and to the extent applicable the personnel policies, that will uphold the principle of serving “at the will and pleasure of the City Council,” that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Secretary through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City’s budget;

**WHEREAS**, City desires to continue to employ the services of the Secretary as the City Secretary of the City, pursuant to the terms, conditions, and provisions of this Agreement;

**WHEREAS**, it is the desire of the Council to provide compensation and benefits, establish conditions of employment, and to set the working conditions of the Secretary as provided in this Agreement;

**WHEREAS**, the Council desires to retain the services of the Secretary, to encourage full work productivity by assuring the Secretary’s morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Secretary;

**WHEREAS**, except as otherwise specifically provided herein, the Secretary shall have and be eligible for the same benefits as are provided to all employees of the City; and

**WHEREAS**, the Secretary has agreed to continue employment as the City Secretary of the City, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the City and the Secretary hereby contract, covenant, and agree as follows:

**SECTION I  
DUTIES**

The Council hereby agrees to the employment of Secretary as City Secretary of Burleson and Secretary agrees to perform the functions and duties specified in the Burleson City Charter, city ordinances, and state law, and to perform such other duties and functions as the City Council shall from time to time assign.

**SECTION II  
TERM**

The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by the Secretary or by the Council as herein provided (the "Term").

The Secretary shall serve at the will and pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Secretary, to terminate the services of the Secretary at any time, subject only to applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

**SECTION III  
SALARY**

The City agrees to pay the Secretary an annual base salary of One Hundred Ninety-Two Thousand One Hundred Nineteen and 45/100s Dollars (\$192,119.45) payable in installments at the same time as other employees of the City are paid. The City further agrees to review the base salary and other benefits of the Secretary at least annually through a formal evaluation, and consideration shall be given to adjust Secretary's compensation in conjunction with such performance evaluation. Secretary may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

**SECTION IV  
DEFERRED COMPENSATION**

City agrees to pay annual deferred compensation on behalf of Secretary in the amount of Twenty Thousand Dollars (\$20,000.00) to a deferred compensation plan in accordance with City policy, payable in installments as other employees of the City.

**SECTION V  
DISABILITY AND RETIREMENT BENEFITS**

The Secretary shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. The City agrees to provide a stipend to the Secretary equivalent to the Secretary's

contribution required by TMRS. Such stipend shall include the salary and other benefits treated as compensation for TMRS purposes.

The Secretary shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Secretary shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Secretary is permanently disabled or is otherwise unable to perform Secretary's duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section XIII.

## **SECTION VI INSURANCE**

- A. Health Insurance.** The Secretary shall be covered by the same health, dental, and vision plans as all other employees.
- B. Life Insurance.** The Secretary shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Secretary shall designate the beneficiary or beneficiaries of such policy.

## **SECTION VII MONTHLY ALLOWANCES**

- A. Vehicle Allowance.** The Secretary's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Secretary, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Thousand Dollars (\$6,000.00) per year, payable per pay period same as all other applicable employees of the City, as a vehicle allowance. The Secretary shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Secretary's exclusive and unrestricted use in performance of his duties hereunder. The Secretary shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- B. Cellular Telephone Allowance.** Secretary shall receive a cellular phone allowance of One Thousand Two Hundred Dollars (\$1,200.00), payable per pay period same as all other applicable employees of the City and shall be responsible for obtaining a cellular phone for use in use in the performance of Secretary's duties. Secretary shall accept responsibility for payment of any taxes on this benefit that may apply now or throughout the duration of this Agreement.

**SECTION VIII  
LEAVE BENEFITS**

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions as they now exist or hereafter may be amended, shall also apply to the Secretary as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Secretary herein. Secretary shall be considered a director-level employee for all purposes. Additionally, City and Secretary recognize that Secretary has been employed by the City since May of 2001. Nothing in this Agreement is meant to reduce the amount of accrued leave and other benefits currently accrued by or credited to Secretary as of the Effective Date of this Agreement.

**SECTION IX  
PROFESSIONAL AND CIVIC DEVELOPMENT**

City agrees to budget and to pay the dues of Secretary for membership in the following professional and civic organizations and subscriptions of Secretary necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for continued professional participation, certification, growth, and advancement, for the good of the City:

- Texas Registered Municipal Clerk designation
- Certified Municipal Clerk designation
- Master Municipal Clerk designation
- International Institute of Municipal Clerks
- Texas Municipal Clerks Association

City also agrees to budget and to pay for the travel and subsistence expenses of Secretary for short courses, institutes, conferences, association meetings, and seminars that are necessary for professional and civic development, for the good of the City.

**SECTION X  
BUSINESS EXPENSES**

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Secretary in the performance of the Secretary's duties; the City will pay or reimburse such business expenses upon receipt or proof of such expenditures in accordance with relevant City policy. In addition, the City will provide and pay for the technology necessary for Secretary to work from home.

**SECTION XI  
INDEMNIFICATION**

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Secretary against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Secretary's

duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a “per occurrence” basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Secretary as to any third party; and provided further that City shall not indemnify and hold harmless the Secretary from and with respect to any claim or liability for which the conduct of the Secretary is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

## **SECTION XII HOURS OF WORK**

The Secretary is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Secretary acknowledges the proper performance of the duties of the City Secretary of the City will require the Secretary to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also often require the performance of necessary services outside of normal business hours. The Secretary agrees to devote such additional time as is necessary for the full and proper performance of the Secretary’s duties and that the compensation herein provided includes compensation for the performance of all such services.

The City agrees that reasonable time off be permitted the Secretary, such as is customary for exempt employees, so long as the time off does not interfere with the normal conduct of the office of the City Secretary. Provided, however, the Council shall have the right to review Secretary’s use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Secretary will devote full time and effort to the performance of the duties of the City Secretary of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that, subject to City Council approval, the Secretary may accept temporary, outside professional employment which will not in any way limit the performance of, or the Secretary’s availability for the performance of, the Secretary’s duties hereunder. The term “outside professional employment” shall be construed to include occasional teaching, writing or consulting performed on the Secretary’s time off.

## **SECTION XIII TERMINATION AND SEVERANCE PAY**

- A.** The Secretary serves at the pleasure of the Council, and the Secretary's employment may be terminated by the Council at any time for any reason.
- B.** In the event Secretary is terminated by the Council and Secretary is then willing and able to perform all the duties of the City Secretary under this Agreement, then, in that event, the City agrees to pay the Secretary twelve (12) months full salary and three (3) months Health Insurance, payable in monthly installments at the same time as employees of the City are paid. Additionally, City agrees to pay Secretary the value of all accrued leave accrued by, or credited to, the Secretary prior to the termination as follows: Secretary shall be compensated for ninety percent (90%) of all accrued vacation leave and for one hundred percent (100%) of up to five hundred (500) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.
- C.** The City will not be obligated to pay the payment set forth in paragraph B of this section if:
1. Secretary is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Secretary. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Secretary is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for directions, which the Secretary reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;
  2. Secretary is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Secretary in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or
  3. Secretary voluntarily resigns the position of City Secretary.
- D.** A determination under paragraph C of this section that the City is not obligated to pay Secretary the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.
- E.** In the event the Council, during the term of this Agreement, reduces the authority of the Secretary, or reduces the salary or other financial benefits of Secretary in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision

benefiting the Secretary herein, or the Secretary resigns following a suggestion, whether formal or informal, by the Council that the Secretary resign, then in that event, the Secretary may, at the Secretary's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Secretary resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Secretary with pay pending the investigation and resolution of any charges against the Secretary described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Secretary at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Secretary resign.

- F.** If the Secretary terminates this Agreement by voluntary resignation of the position of City Secretary, the Secretary shall give forty-five (45) days' notice in advance unless the Council agrees otherwise; unless, however, the Secretary shall retire, and in such case, Secretary shall give ninety (90) days' notice in advance unless the Council agrees otherwise. In the event of resignation, Secretary will be entitled to compensation for accrued leave as follows: Secretary shall be compensated for one hundred percent (100%) of up to four hundred (400) hours of accrued vacation leave and for one hundred percent (100%) of up to seven hundred twenty (720) hours of accrued sick leave. Secretary will be entitled to any other benefits (excluding accrued leave) on the same basis as any other employee of the City.

#### **SECTION XIV NOTICES**

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

City: Mayor  
City of Burleson  
141 West Renfro  
Burleson, Texas 76028

Secretary: Amanda J. Campos  
(Address on file with the City's Human Resources Department.)

Alternatively, notices 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 three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

#### **SECTION XV CONFLICT OF INTEREST PROHIBITION**

The Secretary shall not, during the Term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business

in the corporate limits of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Secretary shall, except for a personal residence or residential property acquired or held for future use as the Secretary's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council. Additionally, Secretary shall abide by all City Charter provisions.

## **SECTION XVI GENERAL PROVISIONS**

- A. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Johnson County, Texas.
- C. Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
- E. Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Secretary concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement, including but not limited to previous employment agreements between the parties. It is the intent of the parties that this Agreement modify, replace, and supersede all prior employment agreements between the parties.
- F. Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Secretary and the duly authorized representative of the Council.
- G. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Secretary.



**H. Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

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IN WITNESS WHEREOF, the City and the Secretary have executed this Agreement effective as of the date first written above.

**CITY OF BURLESON**

\_\_\_\_\_  
Chris Fletcher, Mayor

\_\_\_\_\_  
Victoria Johnson, Place 1

\_\_\_\_\_  
Rick Green, Place 2

\_\_\_\_\_  
Jimmy Stanford, Place 3

\_\_\_\_\_  
Tamara Payne, Place 4

\_\_\_\_\_  
Dan McClendon, Place 5

\_\_\_\_\_  
Ronnie Johnson, Place 6

ATTEST:

\_\_\_\_\_  
Monica Solko, Deputy City Secretary

(City Seal)

**SECRETARY**

AGREED AND ACCEPTED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Amanda J. Campos, City Secretary