

City of Glen Rose, Texas

City Administrator Agreement

THE STATE OF TEXAS

COUNTY OF SOMERVELL

This City Administrator Agreement (Agreement) is made and entered into effective the 9th day of September, 2019 by and between the City of Glen Rose, Texas, a Type A General Law Municipality (the City) and Michael W. Leamons (the Administrator).

Witnesseth:

Whereas, the City Council of the City (the Council) and the Administrator believe that an employment agreement negotiated between the Council, on behalf of the City, and the Administrator can be mutually beneficial to the City, the Administrator, and the community they serve;

Whereas, the Council and the Administrator believe an employment agreement can enhance the excellence and continuity of the administration of the City for the benefit of its citizens;

Whereas, the Council, on behalf of the City desires to employ the services of the Administrator, as City Administrator of the City, pursuant to the terms, conditions and provisions of the Agreement:

Whereas, the Administrator has agreed to accept employment as the City Administrator, subject to the terms, conditions and provisions of the Agreement.

Now, Therefore, the City and the Administrator, for and in consideration of the terms, conditions and provisions hereinafter established have agreed, and do hereby agree as follows:

Term

1.1 The term of this Agreement shall be for a term of three (3) years beginning on September 9, 2019 and ending on September 8, 2022 provided, however, that the term of this Agreement shall be subject to earlier termination upon an event set forth in Section 7.1 (below) at the pleasure of the Council and by mutual agreement of the parties.

1.2 The City may, by action of the Council, and with the consent and approval of the Administrator, extend the term of this agreement.

Employment

2.1 The Administrator shall faithfully perform the duties of the City Administrator as prescribed in the job description and as may be lawfully assigned by the Council. Further, the Administrator shall comply with state and federal law and all City policies, rules, regulations and ordinances as they exist or may hereinafter be amended, and, all lawful Council directives. All duties assigned to the Administrator by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Administrator position. The Council does hereby employ Administrator as City Administrator to perform the City Administrator Duties in accordance with and pursuant to all applicable laws and authorities and each of the following duties, which shall include, but not be limited to, those listed on the attached Job Description, which are incorporated herein. The Administrator shall perform the City Administrator Duties with reasonable care, diligence, skill and expertise.

2.2 The Administrator shall attend all meetings of the Council, both public and closed, with the exception of those meetings where he is physically unable to attend due to sickness or other excused absence and those closed meetings devoted to consideration of any action or lack of action on this Agreement, or any amendment thereto or the Administrator's evaluation.

2.3 To the extent that it may be permitted to do so by applicable law, the City does hereby agree to defend, hold harmless, and indemnify Administrator from any and all demands, claim, suits, actions, judgements, expenses and attorney's fees incurred in any legal proceedings brought against Administrator in the Administrator's individual or official capacity as an employee and as City Administrator, provided the incident(s) which are the basis of same arose or does arise in the future from an act or omission of Administrator as an employee of the City acting within the course and scope of Administrator's employment with the City; excluding, however, any such demands, claims, suits, actions, judgements, expenses and attorney's fees incurred in any legal proceedings for those claims or any causes of action where it is determined that the Administrator committed official misconduct, or committed a willful or wrongful act or omission, or an act

or omission constituting gross negligence, or acted in bad faith. The provisions of this paragraph shall survive the termination, expiration or other end of this Agreement and/or the Administrator's employment with the City.

2.4 The Administrator acknowledges the proper performance of the City Administrator's Duties require the Administrator to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Administrator agrees to devote such additional time as is necessary for the full and proper performance of the Administrator's Duties and that additional time off may be taken by Administrator in compensation of afterhours work. The Administrator shall observe the same legal holidays as provided by the City for its other employees.

Benefits

3.1 The Administrator shall be entitled to the same benefits, health insurance, and retirement as the City provides for all of its other employees.

3.2 The City shall pay in advance or reimburse the Administrator for reasonable expenses incurred as a result of his duties as the City Administrator. The City may at its option and upon agreement with the City Administrator provide additional compensation for the use of his private vehicle in the performance of his official duties. Such reimbursements shall be consistent with amounts paid to any other City Employee.

3.3 The Administrator may participate in various civic clubs or professional organizations at the City's expense.

Compensation

4.1 The City shall provide the Administrator with an annual salary in the sum of ninety thousand dollars (\$90,000) annually. This annual salary shall be paid to the Administrator in equal installments on the same schedule as other City employees and shall be paid net of any applicable withholding or deductions required by law. The Administrator shall be provided the same percentage increases in salary as generally provided to all employees in IRR or COLA amounts.

4.2 The Administrator upon execution of this document shall carry forward previously accumulated PTO and shall accumulate PTO at the rate as

ascribed by the personnel policy of the City for all employees. The Administrator shall observe the same legal holidays as provided by the City for its other employees.

4.3 At any time during the term of this agreement, the Council may at its discretion review and adjust the salary of the Administrator, but in no event shall the Administrator be paid less than the salary set forth in Paragraph 4.1 (above) of this agreement, except by mutual agreement of the two parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions. In such event the parties agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

Professional Growth

5.1 The City agrees to budget for and to pay for professional dues and subscriptions of the Administrator necessary for continuation and full participation in national, state, regional and local associations and organizations as necessary and desirable for the good of the City through the Administrator's continued professional participation, growth and advancement.

5.2 The City agrees to budget for and to pay for the travel and subsistence expenses of the Administrator for short courses, institutes, and seminars which are necessary and desirable for the good of the City through the Administrator's professional development.

Performance Evaluation

6.1 The Mayor and Council shall review the Administrator's job performance annually upon the expiration of this agreement at a meeting of the Council. The review and evaluation shall be in executive session and shall be provided to the Administrator orally and in writing in accordance with a format agreed to by the parties. The Administrator at his option shall be provided an opportunity to respond to the review/evaluation also in executive session.

6.2 Should the evaluation require new or different performance expectations, the Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Termination

7.1 This Agreement, and all parties obligations shall terminate immediately upon any of the following; (a) Mutual agreement between the City Council, contingent upon approval by 2/3rds of the elected Aldermen, and the Administrator in writing and signed by both parties; (b) Death of the Administrator; (c) Termination of the Administrator for good cause; (d) Adoption of a resolution declaring lack of confidence in the Administrator by a vote of 2/3rds of the elected Aldermen; (e) Resignation of the Administrator with two months' notice (unless the notice is waived by the Council) in writing and signed; or, (d) Expiration of the term of this agreement.

7.2 "Good Cause" is defined as follows (a) Any willful, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by City Administrator under this Agreement, the ordinances of the City and/or the laws of the United States or State of Texas. (b) Any misconduct of the City Administrator involving an act of criminal illegality (except minor traffic violations), or habitual violations of the traffic laws, whether or not related to the City Administrator's official duties hereunder. (c) Any willful or negligent misapplication or misuse, direct or indirect, by City Administrator of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, an agency or corporation thereof, or the City Administrator in his official capacity.

7.3 Should the Council terminate the Administrator's employment for any reason other than good cause or ask for the resignation of the Administrator prior to the expiration date of this agreement, the Administrator shall be paid for unused PTO and for six (6) months of the Administrator's then current salary, unless another amount is mutually agreed to by the City Council and the Administrator in writing and signed by both parties prior to the termination. The agreed amount shall be paid in a lump sum within five business days of notification of such action.

General Provisions

8.1 This Agreement sets forth and establishes the entire understanding between the City and the City Administrator relating to the employment of the Administrator 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 signed agreement may amend any provision of this Agreement during its term and such amendments shall be incorporated and made a part of this Agreement.

8.2 This Agreement shall be binding on the City and Administrator as well as their heirs, assigns, executors, personal representatives and successors in interest.

8.3 If any provisions of this Agreements declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof.

8.4 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas and shall be performable in Somervell County, Texas unless otherwise provided by law.

Executed this 9th day of September, 2019.

City of Glen Rose Texas

By 
Pamela Miller, Mayor
Secretary

ATTEST: 
Stephanie Ritchie, City

By 
Michael W. Leamons