

EMPLOYMENT AGREEMENT
PROFESSIONAL SERVICES FOR A CITY ATTORNEY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF SOMERVELL §

This Agreement for Professional Services for a City Attorney (the "Agreement") is made and entered on this 14th day of July 2020, to establish and set forth the terms of the employment of BRADY PENDLETON as the City Attorney for the City of Glen Rose, Texas. The Agreement is by and between the City of Glen Rose, Texas, (the "City"), and BRADY PENDLETON, an individual (the "City Attorney").

WITNESSETH:

WHEREAS, the City Council, on behalf of the City, desires to employ the services of BRADY PENDLETON as the City Attorney of the City of Glen Rose, Texas, pursuant to the terms, conditions, and provisions of this Agreement; and

WHEREAS, the City Council of the City (the "Council") and BRADY PENDLETON believe that an employment agreement negotiated between the Council, on behalf of the City, and BRADY PENDLETON will be mutually beneficial to the City, the City Attorney, and the community they serve; and

WHEREAS, the Council desires to secure and retain the services of the City Attorney, provide inducements for the City Attorney to accept employment as the City Attorney of the City and remain in such employment, to encourage full work productivity by assuring the City Attorney's morale and peace of mind with respect to future security, and to provide a just means for terminating the services of the City Attorney at such time as the City Attorney may be unable to satisfactorily discharge the duties of office, or when the Council may otherwise desire to terminate the employment of the City Attorney; and

WHEREAS, BRADY PENDLETON has agreed to accept employment as the City Attorney, subject to the terms, conditions, and provisions of this Agreement and as set forth in the Local Government Code and such other laws of the City of Glen Rose, as amended.

NOW, THEREFORE, the City and BRADY PENDLETON, for and in consideration of the terms, conditions, and provisions hereinafter established, have agreed and do hereby agree as follows:

The findings and recitations set out in the preamble to this Agreement are found to be true and correct and are hereby made a part hereof for all purposes.

I. TERM

1.1. TERM. The term of this Agreement shall begin on July 14, 2020 (the “Commencement Date”), and shall be and remain in full force and effect from the Commencement Date until terminated by the City Attorney or the Council as provided in Section V. “Termination” of this Agreement.

II. EMPLOYMENT

- 2.1. DUTIES. The City Council hereby employs the City Attorney to perform the duties and functions specified in the Texas Local Government Code, the City Code, and this Agreement, and as the Council may, from time to time, assign to the City Attorney consistent with the intent of this Agreement. The City Attorney shall perform the City Attorney’s duties with reasonable care, diligence, skill, and expertise.
- 2.2. COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the City Attorney, shall attend, and shall be permitted to attend all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on this Agreement, or any amendment thereto, the City Attorney’s evaluation, or for purposes of resolving conflicts between individual Council members.
- 2.3. CRITICISMS, COMPLAINTS, AND SUGGESTIONS. The Council, individually and collectively, shall refer in a timely manner to all substantive criticisms, complaints, and suggestions called to the Council’s attention to the City Attorney for study and/or appropriate action, and the City Attorney shall refer the matters) to the appropriate City employee or shall investigate such matters) and inform the Council of the results of such efforts.
- 2.4. INDEMNIFICATION. The City shall defend the City Attorney against any claims or lawsuits filed against him that are related to his official duties. Costs of defense may include attorneys’ fees, judgments, costs, and amounts paid to settle such claim or lawsuit. Defense costs the City may pay shall be limited to those claims for which the City has insurance coverage. In the event the City does not have insurance coverage, defense costs shall be in accordance with directives by the disinterested members of City Council. In no event shall the City be responsible for or pay any costs associated with the City Attorney retaining his own attorney or incurring other costs not in accordance with

the provisions of this section unless specifically authorized by City Council.

The City shall not be responsible for any costs attributable to the City Attorney if he is found guilty, by a judge or jury, of negligence, misconduct, malfeasance, or misfeasance in the performance of the public official's or employee's duties.

- 2.5. APPROPRIATION. The Council has appropriated, set aside, and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise un-appropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

III. RATES

3.1. RATES.

- **Monthly retainer in the amount of \$1,000.00 to be paid to attorney on or before the 5th day of every month.**
- **Retainer to be billed at \$250.00 per hour. Attorney shall every month expend four hours of his time exclusively to the City. In the event services rendered in any month exceed the monthly retainer of \$1,000.00, those services shall be billed at an additional \$250.00 per hour.**
- **Attorney Billing Exceeding the Monthly Retainer**
 - **15 minutes < \$0.00**
 - **15 minutes > \$250.00 per hour**
 - **All hourly billing will be rounded up to the 15th minute.**
- **Attorney agrees to be available for all meetings by telephone when requested by City Administrator.**

IV. PERFORMANCE EVALUATION

- 4.1. EVALUATION PROCESS. The Council shall review the City Attorney's job performance annually. Performance reviews and evaluations shall be in writing and in accordance with criteria and format developed by the Council. The Council shall provide the City Attorney a reasonable and adequate opportunity to discuss with the Council and/or respond to the City Attorney's evaluation.
- 4.2. CONFIDENTIALITY. Unless the City Attorney expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the City Attorney shall at all times be conducted in closed session of the Council and shall be considered confidential to the maximum and full extent permitted by law. Nothing herein shall prohibit the Council or the City Attorney from sharing the content of the City Attorney's evaluation with their respective legal counsel.

- 4.3 MODIFICATION OF EVALUATION PROCESS. In the event the Council determines that the evaluation instrument, format, and/or procedure are to be modified by the Council and such modifications would require new or different performance expectations, then the City Attorney shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

V. TERMINATION

- 5.1.1. This contract shall automatically renew annually unless 1) the parties otherwise mutually agree, 2) The City Council provides Attorney thirty days written notice prior to termination or 3) Attorney provides City thirty days written notice prior to termination. Each party reserves the right to terminate this contract any anytime with thirty days written notice.

VI. GENERAL PROVISIONS

- 6.1. COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the City Attorney relating to the employment of the City Attorney 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 the term of this Agreement; such amendments shall be incorporated and made a part of this Agreement.
- 6.2. BINDING EFFECT. This Agreement shall be binding on the City and the City Attorney as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- 6.3. SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision; to delete specific words or phrases; or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.
- 6.4. CONFLICTS. In the event of any conflict between the terms, conditions, and provisions of this Agreement and the Applicable Laws and Authorities, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary

provisions of the Applicable Laws and Authorities during the term of this Agreement.

- 6.5. **CONTROLLING LAW.** 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.
- 6.6. **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 City Attorney.

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

AGREED AND ACCEPTED this the 14 day of July, 2020

CITY OF GLEN ROSE, TEXAS

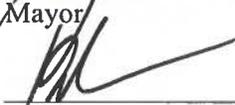
ATTEST



Mayor



City Secretary


City Attorney