

## **LA VERNIA CHIEF OF POLICE - EMPLOYMENT AGREEMENT**

This Employment Agreement (the "Agreement") is made and entered into by and between the City of La Vernia, Texas, a municipality and political subdivision of the State of Texas (hereinafter the "City") and Donald Keil (hereinafter the "Chief of Police").

### **WITNESSETH**

**WHEREAS**, the City Council of the City ("the Council") and the Chief of Police believe that an employment agreement negotiated between the Council, on behalf of the City, and the Chief of Police can be mutually beneficial to the City, the Chief of Police, and the community they serve;

**WHEREAS**, the Council, on behalf of the City desires to employ the services of Donald Keil as the Chief of Police of the City of La Vernia to perform those duties as specified by the City of La Vernia Code of Ordinances, including, state and federal laws 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 for, and to set the working conditions of, the Chief of Police as provided in this Agreement;

**WHEREAS**, the Council desires to retain the services of the Chief of Police, to provide inducements for the Chief of Police to continue employment as the Chief of Police of the City and to remain in such employment, to encourage full work productivity by assuring the Chief of Police's morale and peace of mind with respect to future security, and to provide a proper means for termination, resignation, or retirement of the Chief of Police;

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

**WHEREAS**, Donald Keil has agreed to continue employment as the Chief of Police of the City of La Vernia subject to the terms, conditions, and provisions agreed to and set forth in this Agreement.

**NOW, THEREFORE**, in consideration of Donald Keil continuing employment with the City of La Vernia, and other good and valuable considerations, including the mutual covenants herein contained, the City and the Chief of Police hereby contract, covenant, and agree as follows:

### **I. DUTIES**

The City hereby employs Donald Keil to continue to serve as the Chief of Police of the City of La Vernia to perform the duties and functions specified by the City of La Vernia description of job duties, the City of La Vernia personnel policies and other City policies, this Agreement, and as the City Council collectively shall, from time to time, assign the Chief of Police consistent with the intent of this Agreement.

### **II. TERM**

A. The term of this Agreement shall begin on November 17, 2025, and shall end on September 30, 2030.

B. The Chief of Police 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 Chief of Police, to terminate the services of the Chief of Police at any time, subject only to applicable termination provisions set forth in this Agreement.

### III. SALARY & TRAVEL EXPENSES

A. The Council agrees to evaluate the performance of the Chief of Police at least one-time annually. Based on the Chief of Police's performance, evaluation, the financial condition of the City and the raises, if any, afforded to other City employees, the City council may raise the salary of the Chief of Police as they see fit and agreed upon during normal evaluation periods. The salary shall be payable in installments at the same time and in the same manner as other employees of the City are paid. The City shall provide the Chief of Police with an annual salary in the amount of one-hundred and ten thousand dollars and no cents (\$110,000.00).

### IV. OUTSIDE EMPLOYMENT

A. The Chief of Police will devote full time and effort to the performance of the duties of the Chief of Police of the City and shall remain in the exclusive employ of the City during the Term of this Agreement; provided that, the Chief of Police may accept temporary, outside professional employment which will not in any way limit the performance of, or the Chief of Police's availability for the performance of, the Chief of Police's duties hereunder. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Chief of Police's time off. The City recognizes that such opportunities provide indirect benefits to the City and the community.

### V. SEVERANCE PAY

A. General Severance. In the event the Chief of Police is terminated by the City as defined in Article VI. "Termination - With Severance" during the Term of this Agreement and the Chief of Police is then willing and able to perform all duties of the Chief of Police under this Agreement, then in that event the City agrees to pay Chief of Police a lump sum severance payment equal to twenty (20) weeks of his annual salary, pursuant to Texas Local Government Code Section 180.011, as well as all accrued but unpaid longevity pay, vacation, holiday pay, and sick leave.

B. Non-renewal of Agreement. If at the expiration of the Term of this Agreement, the Council chooses not to enter into a new agreement with the Chief of Police, the City agrees to provide notice sixty (60) days before contract expiration, and to pay the Chief of Police a lump sum payment equal to two (2) months' annual salary and provide notice within sixty (60) days. If the City fails to give sixty (60) days' notice to the Chief of Police sixty (60) days prior to non-renewal, the Chief of Police is entitled to severance as outlined in VI.

### VI. TERMINATION - WITH SEVERANCE

A. For the purpose of this Agreement, termination where the Chief of Police is entitled to the Severance Pay as defined in Article V. when:

- i. If the Chief of Police is terminated, other than for "good cause", by the Council during the Term of this Agreement and the Chief of Police is then willing and able to perform all duties of the Chief of Police under this Agreement.
- ii. If the City reduces the salary or other financial benefits of the Chief of Police, without the Chief of Police's consent, in a greater percentage than applicable across-the-board reduction for all employees of the City.

- iii. If the Chief of Police resigns following a suggestion by the Council that the Chief of Police resign, then in any of these events, the Chief of Police may, at the Chief of Police's option, be deemed to have been terminated as of the date of such event, or as of the date the Chief of Police resigns at the Council's suggestion. The Council shall be deemed to have suggested the resignation of the Chief of Police at any time when a majority of the members of the Council are present at a Council meeting, or in writing, suggest that the Chief of Police resign.
- iv. If the Council continuously acts in a way that is contrary or persistently acts or fails to act in a manner inconsistent with this Agreement, the Chief of Police shall have the right to declare that such behavior constitutes termination without good cause.
- v. If the City fails to appropriate funds in a budget year to pay the salary and benefits required by this Agreement, such failure shall be construed as termination of the Agreement.
- vi. In the event of the death of the Chief of Police in the line of duty, the severance shall be paid out to the estate of the Chief of Police.

## VII. TERMINATION - WITHOUT SEVERANCE

A. Termination Without Severance. Notwithstanding anything to the contrary, if this Agreement is terminated due to any one of the following:

- i. if the Chief of Police is terminated because of good cause, as defined below;
- ii. upon clear and convincing evidence of the Chief of Police's commission of an act constituting a felony, a Class A or B misdemeanor involving moral turpitude or driving a motor vehicle while intoxicated while on City business or at any time in a City vehicle; or
- iii. if the Chief of Police voluntarily terminates this Agreement by retirement or voluntary resignation as defined in this Agreement;

then the City shall have no obligation to pay the Severance Payment except all of the Chief of Police's accrued but unpaid longevity pay, vacation, holiday pay, and sick leave, which shall be paid in a lump sum at the time of the Chief's termination, resignation or retirement.

B. Good Cause. For purposes of this Agreement, "good cause" is defined as follows: (a) any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any provision of this Agreement, or any willful, knowing, grossly negligent, or negligent breach, disregard or habitual neglect of any duty or obligation required to be performed by the Chief of Police under this Agreement or under ordinances of the City and/or the laws of the United States or the State of Texas; or (b) any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Chief of Police of public or other funds or other property, real, personal, or mixed, owned by or entrusted to the City, any agency or corporation thereof, or the Chief of Police in his official capacity.

C. Appeal of Good Cause Determination. The City shall give the Chief of Police written notice of the grounds for "good cause" contemplated in writing. The Chief of Police may appeal said determination to the Council within fifteen (15) days of receiving such notice. The Chief of Police shall be given the opportunity to address the City Council and to present witnesses and evidence on the Chief of Police's behalf at such hearing.

D. Employee Discipline. Notwithstanding anything in this Agreement to the contrary, the Council may discipline and/or suspend Chief of Police at any time, including pendency of any appeal by the Chief of Police, in the same manner as other City employees, for failing to follow applicable City policies or perform their duties. The Council may also suspend the Chief of Police with full pay and

benefits at any time during the term of this Agreement and Chief of Police shall not be considered terminated from their employment while suspended. The Mayor shall have the right to suspend the Chief of Police with pay for the reasons set forth above, but such determination shall be subject to the review of the Council at the next lawfully called meeting of the Council.

### **VIII. RESIGNATION/RETIREMENT**

A. If the Chief of Police voluntarily terminates this Agreement not under any of the circumstances outlined in the above-entitled "Termination" section of this Agreement, the Chief of Police will give the City not less than sixty (60) days written notice unless the Council consents to a shorter notice period. The Chief of Police will not be entitled to any salary or benefits beyond the effective date of his retirement or resignation. The Chief of Police will, however, be entitled to all unpaid longevity pay, vacation, holiday pay, and sick leave, and will be paid in a lump sum at the time of the Chief of Police's retirement or resignation.

### **IX. PERFORMANCE EVALUATION AND GOAL SETTING**

A. Annual Evaluation. The Council shall review and evaluate the performance of the Chief of Police at least once annually in advance of the adoption of the annual operating budget. The Council's review and evaluation shall be in accordance with the City's standard review and evaluation policies and other specific criteria developed jointly by City and Chief of Police. Criteria may be added to or deleted from as the Council may from time to time determine, in consultation with the Chief of Police. The Mayor shall provide the Chief of Police with a written summary statement of the findings of the Council and provide an adequate opportunity for the Chief of Police to discuss his evaluation with the Council.

B. Goals and Objectives. Annually, the Council and Chief of Police shall define such goals and performance objectives which they determine necessary to the proper operation of the City, and in the attainment of the Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The goals and objectives shall generally be attainable within the time limitations as specified and the annual operating of all capital budgets and appropriations provided.

### **X. VACATION, SICK AND MILITARY LEAVE**

A. The Chief of Police will accrue and have credited to his personal account vacation and sick leave at the same rate as other general employees of the City, pursuant to applicable City personnel policies.

B. The Chief of Police shall be allowed to hold over up to 80 hours of unused vacation annually.

### **XI. RETIREMENT, DISABILITY, HEALTH, WELFARE, AND LIFE INSURANCE**

A. Disability and Retirement Benefits. The Chief of Police 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. If the Chief of Police retires pursuant to a qualified retirement plan or is permanently disabled during the term, the Chief of Police shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to the Chief of Police, and, at the Chief of Police's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or if such other retirees are not permitted to do so, at the cost of the Chief of Police.

B. Insurance Benefits. The Chief of Police shall continue to be covered by the same health plans, life insurance plans, and disability plans and under the same terms and conditions, as all other employees, including such plans that are available now or may be in the future through the City, unless otherwise noted in this Agreement. The coverage shall continue in full force and effect as has been established by the Chief of Police's previous employment with the City.

C. Additional Benefits. The Chief of Police shall be reimbursed by the City for gym membership and mental health support not to exceed the amount of \$1,000.00 annually. This benefit shall be allotted as long as the Chief of Police maintains good standing with the City. This benefit shall be voided if the Chief is suspended without pay or terminated for Cause.

## XII. PROFESSIONAL ASSOCIATIONS, LICENSES, MEMBERSHIPS

A. The City agrees to budget and pay for all professional membership dues, licenses and subscriptions of the Chief of Police necessary for the Chief of Police's continuation and participation in national, regional, state, and local associations necessary and desirable for the Chief of Police continued professional participation, growth and advancement, and for the good of the City. The City further agrees to pay for all dues and continuing education necessary to maintain any licenses held by the Chief of Police as of the Effective Date of this Agreement that are necessary and desirable for the benefit of the City of La Vernia. Such costs shall also include any related travel and incidental expenses.

## XIII. AUTHORITY AND INDEMNIFICATION

A. It is expressly agreed that Chief of Police shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of the City, whether written or oral, unless such authorization is provided in accordance with the City Ordinances or the express authorization of the Council or other laws.

B. To the maximum extent permitted by law, the City must defend, save harmless and indemnify the Chief of Police from and against any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, or awards, including but not limited to Chief of Police's reasonable attorney's fees incurred in such action and in enforcing this indemnification provision, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Chief of Police's duties as Chief of Police for the City, even if said claim is brought/filed following Chief of Police's separation from employment or based upon Chief of Police's own alleged negligence or misconduct, provided that at the time of the alleged act or omission the Chief of Police was then acting within the scope of his duties as Chief of Police. Under these circumstances only, the City (and/or its insurer) must pay the amount of any settlement or judgment rendered thereon, and further, the City (and/or its insurer) may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon without recourse to the Chief of Police. City will pay the amount of any settlement or judgment rendered thereon. Notwithstanding anything herein to the contrary, nothing in this section shall be construed as creating an obligation on the part of the City to indemnify or hold harmless Chief of Police for any demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Chief of Police committed official misconduct, a criminal act, committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith.

Additionally, nothing contained in this section shall be construed as to require the City to defend, save harmless or indemnify the Chief of Police for any costs, fines, judgments, fees, expenses, damages, suits, claims, demands, actions, awards or Chief of Police's attorney's fees, incurred in connection with any tort, statutory, constitutional, professional liability, or other cause of action, or other legal action, arising out of the Chief of Police's gross negligence, official misconduct, willful misconduct, criminal act or an act in bad faith.

#### XIV. BONDING

A. Chief of Police agrees to furnish all information and take any other steps necessary to enable City to obtain fidelity and other bonds required of the Chief of Police under any law or ordinance. City shall bear the full cost of such bonds. Qualifications of the Chief of Police for such bonds is a condition of employment and the failure to qualify shall be grounds for termination of this Agreement "for good cause" without severance.

#### XV. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Council in consultation with the Chief of Police, shall fix such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Chief of Police, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the ordinances of the City , or any other law.

B. All provisions of the City's Ordinances, Codes, regulations and rules of the City relating to vacation and sick leave, longevity pay, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Chief of Police as they would to other employees of City, in addition to said benefits enumerated specifically for the benefit of Chief of Police as herein provided.

C. Chief of Police shall be entitled to receive the same vacation and sick leave benefits as according to other city employees, including provisions governing accrual and payment therefore upon termination of employment.

D. The Chief of Police shall be entitled to receive the same funding for uniforms and equipment as other city employees, including clothing, boots, body armor, etc. or other items normally used during the duties of a public servant.

#### XVI. CONFLICT OF INTEREST

A. The Chief of Police shall not, during the Term of this Agreement, individually, or 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 City.

#### XVII. 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 provisions of this Agreement.

B. Governing Law. This Agreement shall not be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall be exclusively in Wilson County, Texas.

C. 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.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants, and understandings between the City and the Chief of Police 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. This Agreement must be accepted in whole by Chief of Police without substitutions or changes to become a valid contract of employment with the City. The Chief of Police's execution of this Agreement denotes such acceptance.

E. Amendment. This Agreement shall not be modified or amended except by a written instrument executed by the Chief of Police and the duly authorized representative of the City.

F. Effective Date. This Agreement shall be and become in full force and effect upon the adoption and approval of the Council following execution by the Chief of Police.

G. 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.

Approved by the City Council on this the 13th, day of November, 2025.

CITY OF LA VERNIA, TEXAS

---

Mayor-Martin Poore

---

Donald Keil-Chief of Police

---

Madison Farrow- City Secretary