

# TABLE OF CONTENTS

1). TABLE OF CONTENTS

2). RESOLUTION

3). CITY MANAGER EMPLOYMENT AGREEMENT– BEGINNING

- I. EMPLOYMENT COMMITMENT BY CITY MANAGER (PAGE 3)
- II. CONFLICT OF INTEREST PROHIBITION (PAGES 3 - 4)
- III. DUTIES (PAGE 4)
- IV. INDEFINITE TERM, EFFECTIVE DATE, POLICY, MODIFICATION, WAIVER, TERMINATION AND RESIGNATION (PAGE 5)
- V. SEVERENCE UPON TERMINATION OR RESIGNATION (PAGE 6)
- VI. SALARY AND REIMBURSABLE EXPENSES (PAGES 6 – 7)
- VII. VACATION AND SICK LEAVE (PAGE 7)
- VIII. HEALTH AND OTHER INSURANCE (PAGES 7 – 8)
- IX. RETIREMENT (PAGE 8)
- X. RESIDENCY (PAGE 8)
- XI. PERFORMANCE EVALUATION (PAGE 8-9)
- XII. OTHER TERMS AND CONDITIONS OF EMPLOYMENT (PAGES 9 – 10)
- XIII. GENERAL PROVISIONS (PAGES 10-11)

11). CITY MANAGER EMPLOYMENT AGREEMENT – ENDING

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Board of Directors conducted a nationwide search for the next City Manager and considered many well-qualified applicants; and

**WHEREAS**, Robert Thompson was approved as the next City Manager by Board of Directors vote on September 5, 2023; and

**WHEREAS**, the Board of Directors and Mr. Thompson have reached an agreement that sets forth his pay and other obligations on both Mr. Thompson and the City that is attached to this resolution;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the City of Texarkana, Arkansas, that Robert Thompson’s City Manager contract attached hereto is approved.

PASSED AND APPROVED this 18<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Terry Roberts, Assistant Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
Joshua L. Potter, City Attorney

# **CITY MANAGER EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** made and entered into as of this 18<sup>th</sup> of September 2023, with an effective date of the 18<sup>th</sup> day of September 2023, (the "Effective Date"), by and between the City of Texarkana, Arkansas, a municipal corporation, hereinafter referred to as ("City"), and Robert Thompson, hereinafter referred to as ("City Manager"), as follows:

**WHEREAS**, the City desires to employ the above-named person as City Manager of the City of Texarkana, Arkansas; and

**WHEREAS**, it is the desire of the Board of Directors (the "Board"), of the City to provide certain salary and benefits and to establish certain conditions of employment for the City Manager's position; and

**WHEREAS**, the above-named person agrees to employment as the City Manager of the said City under the terms and conditions herein set out;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

## **Section 1. Employment Commitment by City Manager.**

It is mutually agreed by the parties hereto that the City Manager and the Board both desires longer service and continuity in the office of the City Manager. Therefore, the City Manager will not actively seek employment with another organization and thus honor his commitment to the City, and its citizens, so long as this Employment Agreement is in place.

## **Section 2. Conflict of Interest Prohibition.**

The Board agrees that the City Manager shall comply with any and all federal, state, local law, or ordinance in performing his duties hereunder and be guided by the ICMA Code of Ethics as established for City Managers in conducting City business. Furthermore, the City Manager shall not, during the term of this Agreement, individually, as a partner,

joint venture, officer, 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. For and during the term of this Agreement, the City Manager shall, except for a personal residence or residential property acquired or held for future use as the City Manager's personal residence, not invest in any other real estate or property improvements within the City without the prior written consent of the Board.

(b) During the term of this Agreement, the City Manager can engage in existing business activities that do not violate Section (2)(a) and Section (2)(c) below.

(c) Other business activities cannot be conducted during business hours or affect the job functions and duties of the City Manager.

**Section 3. Duties.**

(a) The City Manager is to perform the functions and duties specified in the statutes of the State of Arkansas, and by the ordinances of the City, dealing with the duties and responsibilities of the City Manager and to perform such other functions and duties as the Board may from time to time assign to the City Manager. Without limiting the generality of the above, the City Manager acknowledges receipt of a job description outlining certain, but not necessarily all of the duties and responsibilities of the City Manager position. The City Manager hereby affirms that he is aware of and capable of performing the duties and responsibilities associated with the City Manager position set out herein and in said description.

(b) The City will fiscally support continued membership of professional associations and conferences that are deemed necessary for the job functions as City Manager.

**Section 4. Indefinite Term, Effective Date, Policy Modification, Waiver, Termination and Resignation.**

(a) The above-named person is employed as City Manager for an indefinite term commencing as of the Effective Date set forth above.

(b) The City may terminate the services of the City Manager at any time, either with or without cause, for any reason or for no reason. Without limiting the foregoing, termination for cause may include, but is not limited to: illegal acts, acts for personal gain, neglect of duty, failure to carry-out the obligations contained in this Agreement or direction given by the Board, willful breach of this Agreement, moral turpitude, and/or misfeasance or malfeasance in office.

(c) The City Manager may resign at any time.

(d) In the event the form of government of the City is changed for any reason, including, without limitation, by a proper vote of the citizens or as otherwise provided by state law or local law, the City Manager shall be deemed to be terminated, with cause, on the date such change in government became effective; provided, however, nothing contained herein shall be deemed or interpreted to prevent or restrict the City's ability to terminate the City Manager at any time - including in anticipation or before such a change in government.

(e) Any termination or resignation shall be effective immediately (unless otherwise agreed in writing signed by the City Manager and approved by the Board), and any unpaid base salary shall be prorated as of the date such termination or resignation is effective (but paid in the normal course and at the normal time of payroll distribution).

**Section 5. Severance Upon Termination or Resignation.**

(a) In the event that the City terminates this Agreement without cause, the City Manager shall be entitled to a severance equal to three (3) months of the annual salary set

forth in Section 6 below, which shall be paid by the City installments, in the normal course, and at the normal time of payroll distributions for the three (3) months following the final date of employment.

(b) During the three (3) month severance period the City Manager is entitled to the City's health insurance.

(c) In the event that the City Manager resigns, or the City terminates this Agreement with cause, the City Manager shall not be entitled to any severance.

**Section 6. Salary and Reimbursable Expenses.**

(a) The City Manager's set annual salary is \$138,000 per year. The City Manager will be reimbursed for specific expenses in addition to their limitations, listed below. In no event, however, shall any such expenses (or annual sum of the same) exceed the budgeted amount in any given year without prior authorization by majority vote of the Board.

(b) The City will provide the City Manager with a laptop computer, software, cell phone, and other reasonable tools required for the City Manager to perform the job and to maintain communication. The total amount to be incurred in this manner is to be budgeted in the annual City budget and may not exceed the budgeted amount without prior authorization by a majority vote of the Board.

(c) The City Manager's duties require him to have the exclusive and unrestricted use of his vehicle at all times during his employment with the City. The City will pay six hundred and no/100 dollars (\$600.00) per month car allowance, which will be included with the last payroll of each month. The City Manager shall be responsible for paying liability, property damage, and comprehensive insurance (at least to the minimum limits required by the laws of the State of Arkansas for private vehicle operation), and for the paying of all operating costs, including fuel, maintenance, and repair of the automobile.

The City Manager will cause the City to be named as an additional insured on any and all vehicles belonging to or used by the City Manager in accordance with this provision and, further, the City Manager will indemnify, defend and hold the City harmless from and against any and all claims, including, without limitations, claims for serious bodily injury or death, arising from or relating to the use of his vehicle or vehicles hereunder.

(d) Due to the residency clause in Section 10, The City will cover relocation expenses up to \$5,000.

**Section 7. Vacation and Sick Leave.**

(a) The City Manager shall accumulate vacation time and sick leave at the same rate as other non-civil service City employees. Leave accrual and annual carryover rates will follow the terms set forth in the City's Personnel; provided, however, that the City Manager may not to carryover, accrue or accumulate any vacation, sick, holiday or other leave time or pay in excess of that allowed or permitted to other non-civil service employees without the prior approval of the Board.

**Section 8. Health and Other Insurance.**

The City Manager may participate in any insurance plan or plans, if any, offered from time-to-time by the City to non-civil service City employees. Such participation by the City Manager and any corresponding payment of premium(s) shall be on the same terms and conditions as available from time-to-time to other non-civil service employees. Participation in any insurance plan or plans by the City Manager on or after the date of termination or resignation shall be on the same terms and conditions as continuing participation is available, if at all, to other non-civil service employees on the date of the City Manager's termination or resignation.

**Section 9. Retirement.**

(a) The City Manager may participate in any retirement plan or plans, if any, offered from time-to-time by the City to non-civil service City employees. Such participation by the City Manager and any corresponding contribution by the City shall be on the same terms and conditions as available from time-to-time to other non-civil service employees. In no event shall the City be required to contribute to any retirement plan in conjunction with or in relation to any severance payable to the City Manager hereunder.

**Section 10. Residency.**

(a) The City Manager represents and warrants to the City that he or she is or will within the time required by applicable law become a resident of the City and will thereafter maintain his or her abode and domicile in said City, will continue to maintain the same within the corporate boundaries of the City during the term of this Agreement.

**Section 11. Performance Evaluation.**

(a) The Board may provide a performance evaluation of the City Manager from time to time, but no less often than annually on or about the first regularly scheduled meeting of the Board occurring after June 30, of each year (provided, however, nonoccurrence of an annual review, for any reason, shall not constitute an event of default by the City under this Employment Agreement). The performance review process, at minimum, shall include the opportunity for both parties to (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results. If reasonably possible, the final written evaluation should be completed and delivered to the City Manager within sixty (60) days of the evaluation meeting.

(b) Annually, the Board and the City Manager may define such goals and performance objectives as they determine necessary as part of the planning for the fiscal year. Said goals shall be provided in writing to the City Manager. Said goals shall generally



be measurable and attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. The Board may also specify in writing, in a separate document to the City Manager, other performance improvements that it expects from time to time.

**Section 12. Other Terms and Conditions of Employment.**

(a) As a specially negotiated term of the of employment of the City Manager and as a specific incentive to entice the City Manager to enter into this Employment Agreement, City Manager, upon the Effective Date shall be deemed to have and is granted, fourteen (14) days of leave (the "Negotiated Days"), which may be utilized in the same manner as otherwise accrued vacation leave; provided, however, and notwithstanding anything herein to the contrary, (i) in the event that the City Manager's employment is terminated by either party, for any reason or for no reason, on or before September 17, 2024, no compensation shall be due or owing to City Manager for any unused portion of the negotiated days; (ii) absent such termination, any unused negotiated days existing as of September 18, 2024, shall be deemed to be and constitute a regularly accrued vacation leave; and, (iii) in no event shall the aggregate of the negotiated days plus any regularly accrued vacation and sick leave as of December 31, 2023, exceed the maximum number of vacation and sick leave days which to which all other non-civil service employees of the City are allowed to carry forward from year to year (and, in such event, any excess amount shall first be deducted from the from the balance of remaining negotiated days and, thereafter, from accrued vacation and sick leave in accordance with the City's non-civil service employment policies).

(b) The Board may fix such other terms and conditions of employment as it may determine from time to time relating to the duties and responsibilities of the City Manager, provided such terms and conditions are not inconsistent with or in conflict with

the provisions of this Agreement, the state laws regarding the duties and responsibilities of a City Manager, or the City ordinances involving the duties and responsibilities of the City Manager.

(c) In addition to the salary set forth in Section 6 above, the City Manager shall be eligible for certificate pay and longevity pay on the same terms and conditions as may be available from time-to-time to other non-civil service employees.

**Section 13. General Provisions.**

(a) Except for performance evaluations or other correspondence relating to the City Manager's day-to-day activities, duties, obligations, or personal insurance, payroll, tax or retirement information, any notice required or desired to be given under this Agreement shall be deemed given if in writing acknowledged by the recipient or sent by certified mail, return receipt requested or reputable overnight courier that requires confirmation of delivery to: if to the City: 216 Walnut Street, Texarkana, Arkansas, 71854, Attention: City Clerk; or, if to the City Manager, to the most current address for the City Manager then on file with the City's personnel department.

(b) Any provision herein containing or referencing the Board, or the Board of Directors shall be a reference to the Board of Directors of the City of Texarkana, Arkansas, and a provision hereof requiring the approval or majority vote of the Board of Directors shall mean the approval of a majority the total number of the Board of Directors (and not necessarily a majority of Directors present at a given meeting).

(b) This Agreement contains the entire understanding of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

(c) Headings in this Agreement are for convenience only and shall not be used to interpret or construe this Agreement or its provisions.

(d) This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one of the same instruments. Facsimile or photocopies of this Agreement shall have the same force and effect as an original. This Agreement shall be construed and enforced in accordance with the laws of the State of Arkansas.

**IN WITNESS WHEREOF**, the City of Texarkana, Arkansas, has by Resolution of the Board of Directors caused this Agreement to be signed and executed on its behalf by its Mayor and Board of Directors and duly attested by the City Clerk, and the City Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF TEXARKANA, ARKANSAS**

**ROBERT THOMPSON**

\_\_\_\_\_  
**Terry Roberts, Assistant Mayor**

\_\_\_\_\_  
**Robert Thompson**

**ATTEST:**

\_\_\_\_\_  
**Heather Soyars, City Clerk**