

EMPLOYMENT AGREEMENT
BRENT PARKER

THIS AGREEMENT (the "Agreement"), made and entered into this 26th day of October, 2021 by and between the CITY OF WYLIE, TEXAS, a municipal corporation chartered under the Constitution of the State of Texas as a home-rule city, ("Wylie"), and Brent Parker ("Parker" or "Interim City Manager"), both of which parties hereto understand and agree as follows:

WHEREAS, Parker is currently the Assistant City Manager of the City of Wylie ("Wylie") and the City Manager has resigned;

WHEREAS, Wylie desires to employ Parker as Interim City Manager of Wylie and during the time the Wylie City Council searches for a new City Manager;

WHEREAS, it is the desire of the Wylie City Council to provide certain benefits, establish certain conditions of employment and to set certain working conditions of Parker during his tenure as Interim City Manager; and

WHEREAS, Parker desires to accept employment as Interim City Manager on the terms outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

SECTION 1: DUTIES

Wylie City Council hereby agrees to employ Parker as Interim City Manager to perform the functions and duties commensurate with such position and to perform such other directly related lawful duties and functions as the Wylie City Council shall from time-to-time assign.

SECTION 2: TERM

A. Nothing in this Agreement is intended, nor shall same be construed, to in anywise create a limitation of term of Parker's employment as Interim City Manager at Wylie for less than an indefinite term.

B. Likewise, nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Wylie City Council to terminate the services of Parker as Interim City Manager at any time with or without cause, subject to the provisions set forth in Section 3 of this Agreement.

C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Parker to resign at any time from his position as Interim City Manager with Wylie, subject to the provisions set forth in Section 3, Paragraph C, of this Agreement.

D. No property interest, express or implied, is created in Parker's title as Interim City Manager.

E. Nothing in this agreement shall prevent or otherwise interfere with Parker's right

to return to his previous position as Assistant City Manager at the conclusion of his employment as Interim City Manager except as provided by Section 3.B.

SECTION 3: TERMINATION AND RESIGNATION

A. In the event Parker is terminated without cause as defined herein by the Wylie City Council after the effective date of this Agreement and during such time Parker is willing and able to perform his duties of Interim City Manager, then, in that event, Parker shall have the right to return to his previous position as Assistant City Manager.

B. In the event Parker is terminated "for cause," Parker is not entitled to his previous position as Interim City Manager and Wylie shall have no obligation to pay or provide the benefits set forth in this Agreement, save and except payment of any and all accrued but unpaid personal leave days. The term "for cause" for purposes of this Agreement is defined as follows in this Subsection 3.B.:

1. Any willful breach, disregard or habitual neglect of duties set forth herein formally communicated in writing or orally to Parker from the Wylie City Council;

2. Insubordination or failure to comply with lawful written or oral Wylie City Council directives;

3. Failure to comply with the City Council's written or oral policies or the City Council's written administrative regulations;

4. Drunkenness or excessive use of alcoholic beverages;

5. Illegal use of drugs, hallucinogens or other substances regulated by the Texas Controlled Substances Act;

6. Conviction of a felony or crime involving moral turpitude;

7. Failure to meet the City's written standards of professional conduct or the City of Wylie's Code of Ethics;

8. Immorality, which is conduct the Wylie City Council determines is not in conformity with the accepted moral standards of the community. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;

9. Assault on a person;

10. Knowingly falsifying records or documents related to the City of Wylie's activities;

11. Conscious misrepresentation of facts to the Wylie City Council or other City officials in the conduct of the City's business; or

C. In the event Parker voluntarily resigns his position as Interim City Manager with Wylie before expiration of the aforesaid term of employment, then Parker shall give Wylie fourteen (14) days' notice in advance, unless both parties agree otherwise. Parker shall be entitled to return to his previous position as Assistant City Manager so long as the resignation is not in lieu of termination "for cause" as defined in Subsection 3.B.

SECTION 4: SALARY

A. Wylie agrees to pay Parker for his services rendered pursuant hereto an annual base salary of two hundred three thousand eight hundred twenty two and .01/100 Dollars (\$203,822.01) payable in installments under the same terms as other employees of Wylie are paid ("Salary").

B. Parker agrees that he shall not be eligible for salary adjustments during the term of this Agreement unless the terms of this Agreement are amended.

SECTION 5: PERFORMANCE EVALUATION

The Wylie City Council may from time to time evaluate Parker's job performance as Interim City Manager and provide input on his work.

SECTION 6: HOURS OF WORK

The parties agree Parker is an exempt employee expected to engage in those hours of work which are necessary to fulfill the obligations of Parker's position, and, therefore, does not have set hours of work and is available at all times. Parker acknowledges that the proper performance of duties as Interim City Manager will often require the performance of necessary services at other times and for more extended periods. Parker agrees to devote such additional time as is necessary for the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such services; however, it is the desire of Wylie that reasonable compensatory time off be permitted Parker, such as is customary for all other exempt employees, so long as such compensatory time off does not interfere with the normal conduct of the Interim City Manager's office.

SECTION 7: EMPLOYMENT BENEFITS

As Interim City Manager, Parker shall continue to accrue sick leave, vacation, life and health insurance coverage and other personal and fringe benefits in the same manner he accrues as Assistant City Manager.

Vacation days taken by the Interim City Manager will be taken at such time(s) as will least interfere with the performance of the Interim City Manager's duties as set forth in this Agreement.

SECTION 8: OUTSIDE EMPLOYMENT AND INVESTMENTS

Parker acknowledges, for and during the term of this Agreement, that Parker shall devote his full time and effort to performance of the duties required hereunder and shall not undertake, nor accept, any outside or other employment which would in any wise limit Parker's performance

of his duties hereunder or his availability for performance of duties hereunder without the prior consent of the Wylie City Council; provided, however, Parker is not precluded from occasional teaching, writing or lecturing. It is further understood and agreed that because of the duties of Parker within and on behalf of Wylie and its citizenry, Parker 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 Wylie, except as to stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior consent of the Wylie City Council. For and during the term of this Agreement, Parker further agrees, except as to Parker's personal residence or residential property acquired or held for future use as Parker's personal residence, not to invest, without the prior approval of the Wylie City Council, in any other real estate or real property improvements within the corporate limits of Wylie.

SECTION 9: INDEMNIFICATION

Wylie shall indemnify Parker against expenses (including attorneys' fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal or administrative action, suit or proceeding in which he is made a party or with which he is threatened, by reason of being or because of any act as an employee of Wylie within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of Wylie, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding any matter in which he fails to notify Wylie of a claim within a reasonable time or fails to cooperate in the defense of such claim, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

SECTION 10: BONDING

Wylie shall bear the full cost of any fidelity or other bonds required of Parker under any law or ordinance.

SECTION 11: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Wylie City Council shall fix any such other terms and conditions of employment as they may determine from time-to-time, relating to the performance of Parker, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Wylie City Charter, or any other law and are added to this Agreement through amendment.

SECTION 12: GENERAL PROVISIONS

A. Controlling Law. This Agreement shall be governed by the laws of the State of Texas and it shall be performable in Collin County, Texas.

B. Complete Agreement. This Agreement embodies the entire understanding and agreement of the parties and supersedes all other agreements and understandings, both written and oral. Any additions, deletions or modifications to the terms and conditions of this Agreement,

including, but not limited to, changes in the terms of the Agreement, shall be made only by written addendum signed by both parties. Any prior agreement between the parties, oral or written, is terminated and superseded by this Agreement by the parties' mutual consent as of the effective date of this Agreement.

C. Notice. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered, whether or not actually received, when deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed to either party, as the case may be, at the addresses contained below:

City of Wylie
Attn: Matthew Porter, Mayor
300 Country Club Dr #100
Wylie, Texas 75098

Mr. Brent Parker

D. Multiple Originals. This Agreement is executed in two (2) originals, one for Wylie and one for the Interim City Manager, each of which shall constitute but one and the same instrument.

E. Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

F. This Agreement shall be effective as of the 18th day of October, 2021 ("Effective Date").

IN WITNESS WHEREOF, Wylie has caused this Agreement to be signed and executed on its behalf by its City Council and Parker has signed and executed this Agreement, both in duplicate, on the day and year first above written.

Matthew Porter
Mayor

Brent Parker
Interim City Manager