

**INTERIM CITY MANAGER EMPLOYMENT AGREEMENT**

**THE STATE OF TEXAS**           §  
  §  
**COUNTY OF BREWSTER**       §

THIS Interim City Manager Agreement (“Agreement”) is made and entered into effective the 1st day of October, 2021, by and between the City of Alpine, Texas, a Texas municipal corporation (the “City”) and Megan Antrim (the “Interim Manager”), collectively referred to as the “Parties”.

**WITNESSETH:**

WHEREAS, the City Council of the City (the “Council”) is given the power and authority under the City’s Charter to appoint, supervise, and remove the city manager (“Manager”); and,

WHEREAS, the Council and the Interim Manager believe that an employment agreement negotiated between the Council, on behalf of the City, and the Interim Manager can be mutually beneficial to the City, the Interim Manager, and the community they serve and is in the best interests of the public welfare; and,

WHEREAS, when appropriately structured, the Council and the Interim Manager believe an employment agreement can strengthen the Council-Manager relationship by enhancing the excellence and continuity of the management of the City for the benefit of its citizens;

WHEREAS, the Council, on behalf of the City, desires to continue to employ the services of the Interim Manager as the Interim City Manager of the City pursuant to the terms, conditions and provisions of this Agreement; and,

WHEREAS, the Interim Manager has agreed to continue employment as the Interim City Manager, subject to the terms, conditions and provisions of this Agreement;

NOW, THEREFORE, the City Council, on behalf of the City, and the Interim Manager, for and in consideration of the terms, conditions and provisions hereinafter established, have agreed and do HEREBY AGREE as follows:

**I. TERM**

1.1 TERM. The term of this Agreement shall be for a term beginning on October 1, 2021, (the "Commencement Date") and ending on September 30, 2022, provided, however, that the term of this Agreement shall be subject to earlier termination pursuant to Section 6.1.

1.2 OPTION PERIODS. The parties shall have the option to renew or extend this Agreement beyond its current term. Discussions concerning renewal will be commenced by the parties no later than 30 days prior to the expiration date of this Agreement.

## II. EMPLOYMENT

2.1 INTERIM CITY MANAGER. The Interim Manager is the chief executive officer of the City and shall faithfully perform the duties of the City Manager as prescribed in the job description, as set forth in the City Charter, if any, and City ordinances and, as may be lawfully assigned by the Council (collectively the "City Manager's Duties"). Further, the Interim Manager shall comply with (collectively "Applicable Laws and Authorities") state and federal law, the City's Charter, 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 Interim Manager by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Manager position.

2.2 DUTIES. The Council does hereby employ Interim Manager as Interim City Manager to perform the City Manager's Duties in accordance with and pursuant to all Applicable Laws and Authorities and each of the following duties to the full extent not prohibited by or in material conflict with any existing provisions of the City's Charter or Applicable Laws and Authorities:

- a. with the advice and consent of the Council, appoint and remove all department heads of the City, except as otherwise provided in the Charter or by ordinance;
- b. attend all meetings of the Council, taking part in discussion, but having no vote.
- c. see that all laws, provisions of this Charter, and acts of the Council, subject to enforcement by the Manager or by officers subject to his or her direction and supervision, are faithfully executed;
- d. prepare and submit the annual budget and capital program to the Council;
- e. submit to the Council and make available to the public a complete report on the finances and administrative activities of the City as of the end of each fiscal year;
- f. keep the Council fully advised as to the financial condition and future needs of the City and make such recommendations to the Council concerning the affairs of the City.
- g. make such other reports as the Council may require concerning the operations of the City departments, offices and agencies subject to his or her direction and supervision; and
- h. perform such other duties as are specified in the Charter or may be required by the Council or the laws of the State of Texas
- i. The Interim Manager shall perform the City Manager's Duties with reasonable care, diligence, skill and expertise.

2.3 REASSIGNMENT. The Interim Manager cannot be reassigned from the position of Interim City Manager to another position without the Interim Manager's prior express written consent. Upon termination of this agreement, the Interim City Manager shall return to the position of Director of Finance; unless terminated with cause or voluntary resignation.

2.4 COUNCIL MEETINGS. Except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the Interim Manager or the Interim Manager's designee 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 Interim Manager's evaluation, or to consider any issues regarding the Interim Manager's actions or performance, or for purposes of resolving conflicts between individual Council members. By majority vote, the Council may permit the Interim Manager to attend said otherwise-excepted meetings.

2.5 INDEMNIFICATION. To the extent it may be permitted by applicable law, including, but not limited to Texas Civil Practice & Remedies Code Chapter 102, the City does hereby agree to defend, hold harmless, and indemnify Interim Manager from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against Interim Manager in the Interim Manager's individual or official capacity as an employee and as Interim City Manager, providing the incident(s), which is (are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arose or does arise in the future from an act or omission of Interim Manager, as an employee of the City, acting within the course and scope of the Interim Manager's employment with the City; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorneys' fees for those claims or any causes of action where it is determined that the Interim Manager 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; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the City or by the Interim Manager. The selection of the Interim Manager's legal counsel shall be with the mutual agreement of the Interim Manager and the City if such legal counsel is not also City's legal counsel. A legal defense may be provided through insurance coverage, in which case the Interim Manager's right to agree to legal counsel provided for her will depend on the terms of the applicable insurance contract. To the extent this Paragraph 2.6 exceeds the authority provided and limitations imposed by Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Paragraph 2.6 shall survive the termination, expiration or other end of this Agreement and/or the Interim Manager's employment with the City.

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

2.7 HOURS OF WORK. The Interim Manager acknowledges the proper performance of the City Manager's Duties require the Interim Manager to generally observe normal business hours and will also often require the performance of necessary services outside of normal business hours. The Interim Manager agrees to devote such additional time as is necessary for the full and proper performance of the City Manager's Duties and that the compensation herein provided includes compensation for the performance of all such services. However, the City intends that reasonable

time off be permitted the Interim Manager, such as is customary for exempt employees so long as the time off does not interfere with the normal conduct of the office of the City Manager. The Interim Manager will devote full time and effort to the performance of the City Manager's Duties, and shall remain in the exclusive employ of the City during the term of this Agreement. During the term of this Agreement, the Interim Manager will not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether or not for compensation, without the prior written consent of the Council which may be permitted if the Council determines that such services will not interfere with the Interim Manager performing the City Manager's Duties hereunder. The Interim Manager shall at all times comply with all applicable laws, rules, regulations, policies and codes of ethics.

### **III. COMPENSATION**

3.1 SALARY. The City shall provide the Interim Manager with an annual salary as of October 1, 2021 the sum of ninety-seven thousand, two hundred and eighty-four and fifty-one cents (\$97,284.51). This annual salary shall be paid to the Interim Manager in equal installments on the schedule as other City employees are paid after and shall be paid net of any applicable withholding or deductions required by the Applicable Laws and Authorities.

3.2 ANNUAL SALARY ADJUSTMENT. The Interim Manager shall annually receive the same percentage increase budgeted for all non-sworn city employees, or sworn employees (whichever is greater) in the Interim Manager's Salary provided for in Paragraph 3.1 of this Agreement.

3.3 OTHER SALARY ADJUSTMENTS. At any time during the term of this Agreement, the Council may, in its discretion, review and adjust the salary of the Interim Manager, but in no event shall the Interim Manager be paid less than the salary set forth in Paragraphs 3.1 or 3.2 of this Agreement, except by mutual agreement of the Parties. Such adjustments, if any, shall be made pursuant to lawful Council resolutions and with consideration to market compensation for city managers in similar cities in the vicinity of the City.

3.4 PAID LEAVES – VACATION, SICK/PERSONAL AND HOLIDAY. The Interim Manager may take, at the Interim Manager's choice, the same number of hours of vacation authorized for other administrative employees of the City, the leave to be in a single period or at different times. The vacation leave taken by the Interim Manager will be taken at such time or times as will least interfere with the performance of the City Manager's Duties. The Interim Manager is hereby granted the same sick/personal leave benefits as authorized by Council policies for administrative employees. The Interim Manager shall observe the same legal holidays as provided by the City for its administrative employees.

3.5 BENEFITS - GENERAL. Unless expressly provided otherwise in this Agreement, in addition to those benefits specifically set forth herein, the Interim Manager shall be entitled to the same benefits that are enjoyed by any other full-time employees of the City pursuant to all Applicable Laws and Authorities.

3.6 RETIREMENT BENEFIT. Interim Manager is enrolled in the Texas Municipal Retirement System. The City agrees to execute all necessary agreements provided by the Texas Municipal Retirement System (TMRS) for the City's participation in said retirement plan.

3.7 EXPENSES. The City shall pay or reimburse the Interim Manager for reasonable expenses incurred by the Interim Manager in the continuing performance of the Manager's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Interim Manager for travel. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Interim Manager shall comply with all procedures and documentation requirements in accordance with City policy, Applicable Laws and Authorities.

3.8 BONDS. The City shall bear the full cost of any fidelity or other bonds required of the Interim Manager under any law or ordinance.

3.9 CIVIC ACTIVITIES. The Interim Manager is encouraged to participate in community and civic organizations and activities. The cost of such activities shall be borne by the City.

3.10 CITY LEASED VEHICLE. The City shall provide a leased vehicle to be used during the performance of City business, work related travel and training.

3.11 TELECOMMUNICATIONS. The City shall provide the Interim Manager with a mobile phone and mobile hot spot. In addition to use for official city business, such items may be used for incidental personal use. At the conclusion of Interim Manager's employment with City, Interim Manager agrees to return any equipment provided for her use.

3.12 LIMITATIONS. The Interim Manager's compensation is determined by the terms set forth within this Agreement and may be modified by adjustments to City staff's compensation taken by the Council or the Interim Manager, such as cost-of-living or market-based adjustments, or other changes to the compensation provided to City staff.

#### **IV. PROFESSIONAL GROWTH**

4.1 PROFESSIONAL DUES AND SUBSCRIPTIONS. The City agrees to budget for and to pay for professional dues and subscriptions of the Interim Manager necessary for continuation and full participation in national, state, regional, and local associations and organizations as necessary and/or desirable for the benefit of the City through the Interim Manager's continued professional participation, growth and advancement.

4.2 PROFESSIONAL DEVELOPMENT TRAVEL. The City agrees to budget for and to pay for travel and subsistence expenses of the Interim Manager for professional and official travel and meetings to adequately continue the professional development of the Interim Manager and to pursue necessary official functions for the City, including but not limited to the ICMA Annual Conference, the Texas Municipal League, the Texas City Management Association, and such other

national, regional, state and local governmental groups and committees in which the Interim Manager is a member.

4.3 PROFESSIONAL CONTINUING EDUCATION. The City agrees to budget and pay for travel and subsistence expenses of the Interim Manager for short courses, institutes, and seminars that are necessary and/or desirable for the benefit of the City through the Interim Manager's professional development.

## **V. PERFORMANCE EVALUATION**

5.1 EVALUATION PROCESS. The Council shall review the Interim Manager's job performance at least once annually, which evaluation shall be completed no later than September 30th of each year unless the parties agree otherwise. The annual performance review and evaluation shall be in accordance with criteria and format developed jointly by the Council and the Interim Manager. The Mayor shall present the annual performance evaluation to the Interim Manager and the Council shall provide the Interim Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Interim Manager's evaluation. In addition to categorical evaluation criterion that may be part of the performance evaluation required under this paragraph, the Council shall provide a summative performance rating of 5 = Excellent (almost always exceeds the performance standard); 4 = Above average (generally exceeds the performance standard); 3 = Average (generally meets the performance standard); 2 = Below average (usually does not meet the performance standard); or 1 = Poor (rarely meets the performance standard). For purposes of making a determination under paragraph 3.2 of this Agreement, if the Council fails to provide the Interim Manager with the summative performance rating required under this paragraph, the Interim Manager shall be deemed to have achieved a summative rating for the evaluation period of 4 = Above average (generally exceeds the performance standard).

5.2 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 Interim Manager shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

5.3 CONFIDENTIALITY. Unless the Interim Manager expressly requests otherwise in writing, except to the extent prohibited by or in material conflict with Applicable Laws and Authorities, the evaluation of the Interim Manager 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 Interim Manager from sharing the content of the Interim Manager's evaluation with their respective legal counsel.

## **VI. TERMINATION**

6.1 TERMINATION EVENTS. This Agreement shall terminate upon any of the following:

- a. Mutual agreement of the Council and Interim Manager in writing and signed by them;
- b. Retirement of the Interim Manager in which case the Interim Manager shall provide the City six (6) months notice of her intent to retire.
- c. Voluntary resignation of in which case the Interim Manager shall provide the City two (2) months' notice of her intent to resign;
- d. Death of the Interim Manager;
- e. If the Interim Manager becomes permanently disabled because of sickness, physical or mental disability, so that the Interim Manager will be unable to complete any of her duties under this Agreement with a reasonable accommodation as permitted by the Americans with Disabilities Act, the City has the option, consistent with applicable law, to terminate this Agreement upon 60 calendar days written notice of termination to the Interim Manager. If so terminated, the Interim Manager shall receive all benefits as outlined in Section 6.3 of this agreement. Such termination will be without prejudice to any right or remedy to which the City or Interim Manager may be entitled either at law, in equity, or under this Agreement.
- f. Termination of Interim Manager's Employment for "good cause" without notice or severance (as defined in Paragraph 6.2 below);
- g. A Unilateral Severance (as defined and set forth in Section 6.3 below); or,
- h. Expiration of the term of this Agreement, provided the City gives Interim Manager at least thirty (30) days notice prior to the expiration of the Term that City does not intend to renew this contract or extend the Term. If City does not give such thirty (30) day notice, the contract would automatically renew on the date of the end of the Term for an additional one-year Term.

6.2 "GOOD CAUSE". For purposes of this Agreement the term "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 Interim City Manager under this Agreement or under the Charter and ordinances of the City and/or the laws of the United States or the State of Texas.
- (b) Any misconduct of the Interim City Manager involving an act of moral turpitude, criminal illegality (excepting minor traffic violations), or habitual violations of the traffic laws, whether or not related to Interim City Manager's official duties hereunder.

(c) Any willful, knowing, grossly negligent, or negligent misapplication or misuse, direct or indirect, by Interim City Manager 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 Interim City Manager in her official capacity.

6.3 UNILATERAL SEVERANCE. As one of the termination events specified above in Paragraph 6.1, the Council may end the employment relationship and terminate this Agreement at the pleasure of the Council, without good cause, upon written notice to the Interim Manager as specified below and payment to the Interim Manager of the Severance Amount (as defined below), the Severance Benefits (as defined below) and the Current Obligations (the "Unilateral Severance"). If the Council determines that it desires a Unilateral Severance it shall provide written notice to the Interim Manager at least thirty (30) days in advance of the effective date of such termination, which specifies:

- (a) the Council has voted and there are three (3) affirmative votes to pursue a Unilateral Severance pursuant to this Paragraph 6.3 of the Agreement,
- (b) the effective date of the Unilateral Severance ("Severance Effective Date"), and
- (c) the City's commitment to pay the Severance Amount (including a specific line-item breakdown of the items that constitute the total Severance Amount), the Severance Benefits and the Current Obligations. On or before the Severance Effective Date, the Interim Manager may by written notice to the City direct that the Severance Amount be paid and payable in a manner directed by the Interim Manager, provided that the total Severance Amount must be paid and payable on or before the first anniversary of the Severance Effective Date and there shall be no limitations on the City making all deductions and withholdings required by law.

6.3.1 SEVERANCE AMOUNT. "Severance Amount" means the total amount of:

- (a) an amount equal to the value of six (6) months of the Interim Manager's then-current Salary to serve as the primary basis for the Interim Manager's severance pay, plus
- (b) the value of any accrued, but unused vacation and sick/personal leave days, computed on an hourly basis determined by dividing the Interim Manager's then current annual Salary by 2080 hours.

6.3.2 SEVERANCE BENEFITS. "Severance Benefits" means, at the City's expense: continued health insurance benefit pursuant to Paragraph 3.6 of the Agreement, for a period of six months or if sooner, until the Interim Manager obtains other full-time employment and coverage through a group health insurance plan from the Interim Manager's new employer; and

6.3.3 CURRENT OBLIGATIONS. The "Current Obligations" includes all salary and benefits under this Agreement payable or otherwise owing by City to Interim Manager through and including the Severance Effective Date. Conditioned upon the City fulfilling its obligations to



pay the Severance Amount, the Severance Benefits and the Current Obligations, upon a Unilateral Severance, the Interim Manager must waive and release Interim Manager's rights to continued employment with the City and any other claims and the parties waive and release the right to an arbitration hearing on any and all issues, claims or causes of action. In the event of a Unilateral Severance, the parties agree not to make disparaging comments or statements about each other.

6.3.4 LIMITATIONS. Paragraph 6.3 applies to each year of this Agreement and does not apply to any extension or future modification of this Agreement unless reauthorized by the Council or to the Interim Manager's continued employment under paragraph 1.2 of this Agreement.

6.4 1. RESIGNATION BY MANAGER. The City will pay Interim Manager a lump sum cash payment for all salary earned through the last date that Interim Manager works, or her resignation date, which is later, accrued but unused vacation and sick/personal leave days (the same as general employees), and other benefits that were accrued but unused as of the last day of active employment.

6.5 TERMINATION EVENT PRIOR TO OR FOLLOWING AN ELECTION. The Interim Manager shall not be terminated during the sixty (60) day period preceding any City election which may result in the change of one or more governing members, except upon unanimous vote of the City Council, and subject to the terms of the Unilateral Severance provision in 6.3. In the event the Interim Manager is terminated by the City Council during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time Interim Manager is willing and able to perform her duties under this Agreement, then, Council agrees that termination shall be tantamount to a Unilateral Severance. City shall pay Severance amount in accordance with Section 6.3.1 – Severance Amount and 6.3.2- Severance Benefits.

## **VII. GENERAL PROVISIONS**

7.1 COMPLETE AGREEMENT. This Agreement sets forth and establishes the entire understanding between the City and the Interim Manager relating to the employment of the Interim Manager 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.

7.2 BINDING EFFECT. This Agreement shall be binding on the City and the Interim Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

7.3 JURISDICTION/ARBITRATION. The parties agree that any and all disputes related to Interim Manager's employment with the City, including any related to this Agreement, shall be resolved by Arbitration under the rules and auspices of the American Arbitration Association one

person arbitration rules. The parties stipulate that any arbitration shall take place in Brewster County, Texas.


7.4 SAVINGS CLAUSE. If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court or arbitrator 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.

7.5 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.

7.6 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 Brewster County, Texas, unless otherwise provided by law.

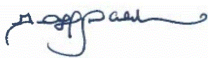
EXECUTED THIS the 8<sup>th</sup> day of SEPTEMBER, 2021.


CITY OF ALPINE, TEXAS

By:   
\_\_\_\_\_  
Andres "Andy" Ramos, Mayor

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Geoffrey R. Calderon, City Secretary

  
\_\_\_\_\_  
Rod Ponton, City Attorney

  
\_\_\_\_\_  
Megan Antrim, CPFIM