

**AGREEMENT FOR PROFESSIONAL SERVICES & EMPLOYMENT  
AS CITY MANAGER  
CITY OF SEGUIN, TEXAS**

**WHEREAS**, Steve Parker has accepted an offer of employment as City Manager of the City of Seguin; and

**WHEREAS**, City desires to outline the employment agreement of Steve Parker as City Manager of the City of Seguin as provided by Section 4.04 of the City Charter outlining his powers and duties; and

**WHEREAS**, the City Council of the City of Seguin desires to clearly establish the terms and conditions of his employment and terms and conditions of his voluntary or involuntary termination; and

**WHEREAS**, the City Council of the City of Seguin desires to clearly establish the procedures and responsibilities of performance evaluations; and

**NOW, THEREFORE**, in consideration of the mutual covenant herein contained and other good and valuable consideration, it is agreed as follows:

This Agreement for Professional Services and Employment as City Manager (this “Agreement”) is made and entered into effective as of this the 29<sup>th</sup> day of October 2019 by and between the City of Seguin, Texas, a municipal corporation (the “City”), and Steve Parker (the “Manager”).

**Section 1. Duties.** The Council hereby employs the Manager as the chief administrative officer of the City to perform the duties and functions specified in Section 4.04 as outlined in the City Charter, this Agreement and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement additional duties.

**Section 2. Term.** The term of this agreement shall be indefinite, and this Agreement shall be and remain in full force and effect until terminated by the Manager or the Council as herein provided (the “Term”). The Manager shall report for work, and the duties and employment of the Manager shall commence on the 6<sup>th</sup> day of January 2020 (the “Commencement Date”).

The Manager shall serve at the pleasure of the Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the Manager, to terminate the services of the Manager at any time, subject only to applicable provisions of the City Charter, City personnel policies, and the provisions set forth in this Agreement under section titled “Termination.”

**Section 3. Salary.** City agrees to pay the Manager an annual base salary, which salary shall initially be \$230,000.00, payable in installments at the same time as other employees of the City are paid. In addition, City agrees to increase said base salary and/or other benefits of Manager in such amounts and to such an extent as the City Council may determine that is desirable to do so on the basis of an annual performance evaluation and salary review of the Manager, and said

increase shall not be less than the amount approved by the City Council for all full-time employees. Any additional increase will be based on merit.

**Section 4. Deferred Compensation.** City agrees to initially pay the Manager annual deferred compensation of \$10,000.00. The deferred compensation shall be paid monthly to the City qualified deferred compensation fund or funds designated by the Manager. Council may increase deferred compensation as it deems appropriate.

**Section 5. Disability and Retirement Benefits.** The manager shall be covered and governed by the Texas Municipal Retirement System, as are all other City employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

If the manager retires pursuant to the Texas Municipal Retirement System or is permanently disabled during the Term, the Manager shall be compensated for vacation leave, holidays, and other benefits then accrued or credited to the Manager, and, at the Manager's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other employee retirees from the City, if any; but excluding any reduction or limitation based on years of service.

**Section 6. Insurance and Annual Physical.**

- A. **Health Insurance.** The Manager shall be covered by the same health, dental, and vision plans as all other employees, or such plans that are available through City and selected by the Manager. The City shall pay the employee share of premiums for the Manager and the Manager's dependents, with the exclusion of his spouse. City shall only pay for dependents that live at home with Manager and/or are full time students. The coverage shall be in full force and effect immediately upon the Commencement Date, including no waiting period for pre-existing conditions.

Manager agrees to submit once per calendar year to a complete physical examination by a qualified physician, the cost of which shall be paid by the City.

- B. **Life Insurance.** The City agrees to purchase and pay the required premiums for a life insurance policy for the Manager, providing coverage in an amount equal to a multiple of the Manager's base salary. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to the other employees of the City. The Manager shall designate the beneficiary of such policy.

**Section 7. Monthly Vehicle Allowance.** The Manager's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Manager the sum of \$700.00 per month, as a vehicle allowance. The Manager shall acquire and maintain a vehicle during the term of this Agreement, which shall be available for the Manager's exclusive and unrestricted use in the performance of his/her duties hereunder. The Manager shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expense's attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. If Manager travels more than 50 miles outside the City on city business, including professional and official events, Manager shall be reimbursed at the

City's reimbursement rate. A City vehicle may be used in lieu of reimbursement or for a special need.

**Section 8. Leave Benefits.** Except as set forth in Section 19 below, all provisions of the rules and regulations of the City applicable to leave as they now exist or hereafter may be amended, shall also apply to the Manager as they apply to all other employees of the City, in addition to the benefits enumerated specifically for the benefit of the Manager herein. The Manager may retain and carry forward two years accrual of vacation and sick leave.

**Section 9. Professional and Civic Development.** City agrees to budget and to pay the professional dues and subscriptions of Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City. In addition, City agrees to budget and pay for annual dues for Manager's participation in one (1) civic organization within the City of Seguin.

City agrees to budget and to pay the travel and subsistence expenses of Manager for professional and official travel, meeting and occasions adequate to continue the professional and official travel, meeting and occasions adequate to continue the professional development of Manager and to adequately pursue necessary official and other functions of the City including but not limited to the annual Conference of the International City Management Association, the Texas Municipal League, the Texas City Management Association, the Texas Public Power Association, and other such national, regional, state and local governmental groups.

**Section 10. Business Expenses.** City recognizes that certain expenses of a job-related nature are incurred by Manager, and hereby agrees to reimburse or to pay said expenses if Manager provides adequate documentation. The City is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. Manager shall maintain a personal cell phone that he shall use as necessary for city business and shall provide the number to city officials as necessary. Manager shall receive an allowance of **\$75 per month** for such cell phone.

**Section 11. Establishing Residency.** The Manager will establish residence within the City's corporate boundaries within four (4) months of the Commencement Date and will thereafter maintain a residence within the City during the term of this Agreement.

**Section 12. Indemnification.** To the fullest extent permitted by law, City shall defend, save harmless and indemnify Manager against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Manager's duties, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, insufficient amounts to assure accomplishment of such hold harmless and indemnification, provided that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of the defense of governmental immunity or any other legal defense available to either City or the Manager as to any third party; and provided further that City shall not indemnify and hold harmless the Manager from and with respect to any

claim or liability for which the conduct of the Manager is found by the courts to have been grossly negligent or intentional wrongful conduct.

City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

**Section 13. Hours of Work.** It is recognized that the Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must always be available, and must devote a great deal of time outside the normal office hours to the business of the City. In furtherance of this condition of employment, Manager shall, when not present in his office, be available and on call, to attend his duties as though he was present. Manager shall, when on official leave status, designate such other employee, who is capable to temporarily carry out the duties of the City Manager, as Acting City Manager, and shall so inform, in writing, the Mayor and City Council.

The Manager will devote full time and effort to the performance of the duties of the City Manager, and shall remain in the exclusive employ of the City during the Term of this Agreement, provided that, with the prior consent of the Council, the Manager may accept temporary, outside professional employment which will not in any way limit the performance of, or the Manager's availability for the performance of, the Manager's duties hereunder.

**Section 14. Termination and Severance Pay.**

- A. **Termination.** In the event Manager is terminated by the council during the Term of this Agreement and Manager is willing and able to perform all the duties of the Manager under this agreement, then, in that event, the City agrees to pay the Manager a lump sum cash payment equal to six months full salary and benefits, plus the value of all vacation leave, holidays and other benefits accrued by, or credited to, the Manager prior to the termination; provided however, that if the Manager is terminated because of a final conviction for a misdemeanor involving moral turpitude or personal gain, or any felony, then, in that event, the City shall have no obligation to pay the severance payments designated in this Section. The An additional 30 days severance payment shall accrue following the completion of each successive year of employment, up to a maximum severance payment of twelve (12) months. Termination as used in this paragraph means his discharge or dismissal by the City Council upon the expression of a majority of the Council or his resignation following a reduction in salary or other financial benefits of Manager in a greater percentage than an applicable across-the board reduction for all City employees.
- B. **Resignation.** If the Manager terminates this Agreement by voluntary resignation of the position of City manager, the Manager shall give 30 days notice in advance unless the Council agrees otherwise.

**Section 15. Performance Evaluation.** It will be the responsibility of the Manager to develop specific performance criteria within three months of his commencement date. The Council must approve the performance criteria developed by the Manager. The Council shall review and

evaluate the performance of the City Manager within six months of the commencement date and then at least once annually utilizing the specific performance criteria approved by the Council and the review of the Manager's performance shall be in writing.

**Section 16. Conflict of Interest Prohibition.** The Manager 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 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 Council. For and during the Term of the Agreement, the Manager shall, except for a personal resident or residential property acquired or held for future use as the manager's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

**Section 17. Appropriations.** The Council has appropriated set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement.

**Section 18. General Provisions.**

- A. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Guadalupe County, Texas.
- B. **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.
- C. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understandings between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged onto 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.
- D. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Council.

**Section 19. Special First Year Provisions.**

- A. **Moving Expenses.** The City shall pay actual moving expenses up to a maximum amount of \$5,000.00.

- B. Initial Vacation.** Manager shall have three week's vacation time credited to his account immediately after commencement of Employment.
- C. Initial Personal Leave.** City shall waive the one-year requirement and Manager shall have 40 hours personal time credited to his account immediately after commencement of employment.

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

City of Seguin

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Don Keil  
Mayor

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City Manager

**AGREED AND ACCEPTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ATTEST:

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Naomi Manski  
City Secretary

(City Seal)