

## **EMPLOYMENT AGREEMENT CITY OF SANTA FE / GLEN T. ADAMS**

THIS AGREEMENT, made and entered into by and between the City of Santa Fe, Texas, a municipal corporation acting by and through its City Council, hereinafter called "Employer", and Glen T. Adams, hereinafter called "Employee", both of whom understand as follows:

**WHEREAS**, Employer desires to employ the services of Glen T. Adams as City Manager of the City of Santa Fe, Texas, as provided by Article 4 of the City Charter (copy attached), of which should any portion of this agreement conflict with the City Charter, the City Charter shall supersede; and

**WHEREAS**, it is the desire of the Council to establish certain conditions of employment, to provide certain benefits, and to set working conditions of said Employee; and

**WHEREAS**, Employee desires to accept employment as City Manager of the City of Santa Fe, Texas;

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

### **SECTION 1: DUTIES**

Employer hereby agrees to employ Glen T. Adams as City Manager of the City of Santa Fe, Texas, to perform the functions and duties specified in Article 4 of the City Charter and to perform other legally permissible and proper duties and functions as the Council shall from time to time assign.

### **SECTION 2: TERM OF AGREEMENT**

- A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council to terminate the services of Employee at any time, subject only to the provisions of Section 4, paragraphs A and B of this agreement.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with Employer, subject only to the provisions of Section 4 paragraph C of this Agreement.
- C. Employee agrees to remain in the exclusive employ of employer until January 31, 2022, or as extended or terminated in accordance with this Employment Agreement, and neither accept other employment, nor to become employed by any other employer except in the event of termination, or with permission of the City Council.

- D. This Agreement may be extended on the same terms and conditions as provided in this Agreement, all for an additional period of two years. Renewal may occur at the end of the first year. Any extension of this Agreement shall be the result of a meeting of the Mayor and all Councilmembers. A majority of the full Council is required to extend the existing Agreement.

### **SECTION 3: SUSPENSION**

Employer may suspend the Employee with full pay and benefits any time during the term of this Agreement, but only by a majority vote of the full Council.

### **SECTION 4: TERMINATION AND SEVERANCE PAY**

- A. In the event Employee is terminated in accordance with the City Charter before the expiration of the term of this Agreement and during such time that Employee is willing and able to perform his duties under this Agreement, the Employer agrees to pay Employee a lump sum cash payment equal to six (6) months aggregate salary. Salary shall be in addition to any accrued vacation and in addition to unused sick leave up to 1/3 of either the accumulated, unused sick leave or ninety (90) days, whichever is less.

In the event Employee is terminated for Good Cause by Employer at any time after this Agreement is executed, Employer shall have no obligation to pay any severance or other benefit payments. For "Good Cause" shall mean termination upon: (i) any willful, knowing, grossly negligent, or habitually negligent breach, disregard or habitual neglect of any provision of this agreement by Employee; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of Employee in the performance or non-performance of his duties; (iv) willful failure to follow lawful instructions or directions from Employer that are not inconsistent with this Agreement and/or Applicable Laws and Authorities; (v) willful, knowing, grossly negligent or habitually negligent breach, disregard or habitual neglect of any duty or in the performance of the duties of City Manager after written warning by Employer; (vi) failure to satisfactorily execute or perform the duties of City Manager, after written warning and substantiated proof of failure to comply by Employer; (vii) conduct by Employee which is demonstrably detrimental to the reputation of the Employer or the Employee; (viii) determination by Employer that Employee engaged in sexual harassment; (ix) or violations of the City's personnel policies.

- B. In the event Employer at any time during the term of this Agreement reduces the salary or other benefits of Employee in a greater percentage than an applicable across the board reduction for all employees of Employer, or eliminates or reduces funding for Employee's position, or in the event Employer refuses, after written notice, to comply with any other provision benefiting employee in this Agreement, or the Employee resigns following a suggestion, whether formal or informal, by a majority of the full Council that he resign, then Employee may, at his option, be deemed to be "terminated" within the meaning and context of the severance pay provision in this section.
- C. In the event Employee voluntarily resigns the position with the Employer before expiration of the aforesaid term of his employment, then Employee shall give Employer sixty (60) days notice in advance, or otherwise forfeit the payment of any authorized accumulated sick leave or vacation pay, unless the parties agree otherwise.

#### **SECTION 5: SALARY**

Employer agrees to pay employee for his services rendered pursuant hereto an annual salary of one hundred eighteen thousand five hundred (\$118,500) dollars payable in installments at the same time as other employees of the Employer are paid. In addition, Employer may increase said base salary and/or other benefits of Employee in such amounts and to such extent as the council determines that it is desirable to do so on the basis of an annual performance review of said Employee.

#### **SECTION 6: PERFORMANCE EVALUATION**

- A. The Council shall review and evaluate the performance of the Employee at least once annually but not later than the first Council meeting of December. Said review and evaluation shall be in accordance with specific criteria developed by the Employer in consultation with the Employee. Further, the Mayor shall provide the Employee with a summary written statement of the findings of the Council and provide an adequate opportunity for the Employee to discuss his evaluation with the Council.
- B. Annually, the Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation for the city and in the attainment of the Council's policy objectives, and shall generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.
- C. In effecting the provisions of this section, the Council and Employee mutually agree to abide by the provisions of applicable law.

## **SECTION 7: AUTOMOBILE**

Employer agrees to pay Employee, in addition to other salary and benefits provided herein, a monthly car allowance of five hundred dollars (\$500) for use of the employee's personal vehicle for city business within a 100 mile radius. Travel extending beyond the 100 mile radius will be reimbursed at the current IRS standard mileage rate. Employee shall be responsible for providing insurance coverage and for all expenses for operation and maintenance of said vehicle.

## **SECTION 8: VACATION AND SICK LEAVE**

Employee shall accrue four (4) weeks of annual vacation leave, pro-rated monthly, and sick leave at the same rate as other general employees of Employer. Employee shall maintain credit for unused sick leave and vacation in accordance with the city's personnel policy.

## **SECTION 9: DISABILITY, HEALTH AND LIFE INSURANCE**

Employer has in force and effect certain group insurance coverage providing various types of insurance coverage for employees. Employee shall be added to all such group insurance policies and the premiums for such coverage will be paid by the city on the same basis as all other employees. In lieu of enrollment in the group insurance coverage, employer agrees to provide an executive benefit allowance, payable in monthly installments, in the amount that would have been paid for such insurance premiums. If employee opts into group insurance coverage at some point in the future, direct payment of the executive benefit allowance to employee will be reduced or discontinued accordingly.

## **SECTION 10: RETIREMENT**

Employer agrees to provide benefits to the Employee through a retirement system at the same level as are provided for other employees.

## **SECTION 11: DUES AND SUBSCRIPTIONS**

Employer agrees, at its sole discretion, to budget and to pay for the professional dues and subscriptions of Employee reasonably necessary for participation in national, regional, state and local associations and organizations necessary and desirable for continued professional participation, growth, and advancement and for the good of the Employer. Additionally, employer agrees to pay for professional development training expenditures in an annual amount of seven thousand (\$7,000.00) dollars. All such dues, subscription, and professional development expenditures shall be such as are acceptable to, and approved in advance by, the Council and subject to available budgeted funds.

## **SECTION 12: CELL PHONE**

Employer shall bear the cost of the Employee's cell phone in an amount not to exceed one thousand dollars (\$1,000.00) annually, payable in monthly installments.

## **SECTION 13: BONDING**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee, while performing city business, under any law or ordinance.


## **SECTION 14: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

- A. The Council, in consultation with the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, City Ordinances, or any other law.
- B. All provisions of the City Charter and Code of Ordinances, and regulations and rules of the Employer relating to vacation and sick leave, 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 employee as they would to other employees of Employer, in addition to any said benefits enumerated specifically for the benefit of Employee except as herein provided.
- C. Notwithstanding any provision herein to the contrary, Employee shall be exempt under the Fair Labor Standards Act; shall not be entitled to overtime wages; and shall not be entitled to compensatory time.

## **SECTION 15: NOTICES**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) Mayor  
City of Santa Fe  
P.O. Box 950  
Santa Fe, Texas 77510

(2)  Glen T. Adams  
5635 Real Del Norte  
Las Cruces, NM 88012

Alternatively, notices required pursuant to this agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notices in the course of transmission in the United States Postal Service. Any change of address for notification under this Agreement shall be provided in writing to all parties to the Agreement and shall be effective within three (3) business days of receipt without the requirement of an Amendment to this Agreement.

#### SECTION 16: GENERAL PROVISIONS

- A. The text herein shall constitute the entire Agreement between the parties.
- B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.
- C. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be deemed severable, shall not be affected and shall remain in full force and effect.
- D. Where the term "all other employees" is used in this Agreement, that term shall not include those employees subject to the City's collective bargaining unit.
- E. This Agreement shall become effective February 3, 2020.
- F. This Agreement shall be construed in accordance with the laws of the State of Texas and in the event of a dispute arising hereunder venue shall be set in Galveston County, Texas.

**IN WITNESS WHEREOF**, the City of Santa Fe has caused this Agreement to be signed, in duplicate, and executed on its behalf by its Mayor, and duly attested by its City Secretary, this 23<sup>rd</sup> day of January, 2020.

Glen T. Adams, "Employee"

By: 

Glen T. Adams

APPROVED AS TO FORM:

By: \_\_\_\_\_

Beverly D. West, City Attorney

City of Santa Fe, "Employer"

By: 

Jason Tabor, Mayor

ATTEST/SEAL

By: \_\_\_\_\_

Janet L. Davis, City Secretary