

## CONTRACT FOR CITY MANAGER PROFESSIONAL SERVICES

This Contract for City Manager Professional Services ("Agreement") is made and entered into this 9th day of May 2023 (the "Effective Date") by and between the **CITY OF JARRELL**, Texas, a general law municipal corporation, ("City"), and **Danielle Singh** ("Manager"), to establish and set forth the terms and conditions of the employment of the Manager as the City Manager of the City.

### WITNESSETH:

**WHEREAS**, City desires to employ the services of Danielle Singh as City Manager of the City of Jarrell, pursuant to the terms, conditions and provisions of this Agreement;

**WHEREAS**, it is the desire of the City Council of the City (the "Council") to provide compensation and benefits, establish conditions of employment for, and to set the working conditions of, the Manager as provided in this Agreement;

**WHEREAS**, the Council desires to secure and retain the services of the Manager, provide inducements for the Manager to accept employment as the Manager of the City and remain in such employment, to encourage full work productivity by assuring the Manager's morale and peace of mind with respect to future security, and to provide a just means for terminating the services of the Manager at such time as the Manager may be unable to satisfactorily discharge the duties of office, or when the Council may otherwise desire to terminate the employment of the Manager;

**WHEREAS**, except as otherwise specifically provided herein, the Manager shall have and be eligible for the same benefits as are provided to all non-public safety employees of the City; and

**WHEREAS**, the Manager has agreed to accept employment as the City Manager of the City, subject to and on the terms, conditions and provisions agreed to and set forth in this Agreement;

**NOW, THEREFORE**, in consideration of Manager accepting employment with the City, and other good and valuable consideration, including the mutual covenants herein contained, the City and the Manager hereby contract, covenant and agree as follows:

**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 the City Code of Ordinances and this Agreement, and as the Council may, from time to time, assign to the Manager consistent with the intent of this Agreement and the City Code of Ordinances. The Manager shall report for work, and the duties and employment of the Manager shall commence on Monday, the 19th day of June 2023 (the "Commencement Date").

**Section 2. Term.** The term of this Agreement shall begin on the Commencement Date and this Agreement shall be and remain in full force and effect from the Commencement Date until terminated by the Manager or the Council as provided in this Agreement (the "Term"). 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 the provisions set forth hereinafter in Section 13.

**Section 3. Salary.** City agrees to pay the Manager an annual base salary, which salary shall be \$205,000.00, payable in installments at the same time as other employees of the City are paid. City further agrees to increase the base salary and other benefits of the Manager annually in such amounts and to such extent as the Council determines desirable.

**Section 4. Disability and Retirement Benefits.** The Manager shall be covered and governed by the same retirement system as are all other employees. Retirement contributions shall be paid as required by the retirement system's plan documents. If the Manager retires pursuant to a qualified retirement plan or is permanently disabled during the Term, the Manager shall be compensated for up to ninety (90) days of accrued paid time off then accrued 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 retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, at the cost of the Manager.

**Section 5. Insurance.** The Manager shall be entitled to be covered by the same health, dental, vision, life and disability insurance plans as all other employees, or such plans that are available through City and selected by the Manager. The coverage shall be in full force and effect immediately upon the Commencement Date, including no waiting period for pre-existing conditions. The 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 policies.

**Section 6. Automobile.** The Manager's duties require the Manager to have the exclusive and unrestricted use, at all times during the Manager's employment with City, of a fully equipped automobile. The City will pay the Manager a car allowance in the amount of \$300 per month, for Manager's use of her personal vehicle in the conduct of City business, and such monthly allowance shall cover any and all costs payable by the City associated with the operation and use of the vehicle, including, but not limited to, capital costs, operation, maintenance and insurance.

**Section 7. Vacation, Sick and Military Leave.** All provisions of the City Code of Ordinances and regulations and rules of the City, relating to 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 Manager as they would to other employees of City, in addition to and benefits enumerated specifically for the benefit of Manager except as herein provided; provided that, the Manager shall accrue paid time off at the rate of thirty (30) days per year and in the event of termination, Manager shall not be compensated for more than ninety (90) days paid time off.

**Section 8. Professional and Civic Development.** The City will budget and pay for the civic and professional membership dues and subscriptions of Manager necessary for the Manager's continuation and participation in national, regional, state and local associations and organizations necessary and desirable for the Manager's continued professional participation, growth and advancement, and for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and the reasonable participation and attendant travel by Manager as provided for in the annual budget will be a part of the Manager's duties. The memberships shall be in the discretion of the Manager.

**Section 9. Business Expenses.** Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Manager in the performance of the Manager's duties. The City

will pay or reimburse such business expenses, and the City Clerk is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits. The City will also pay the full cost of any bond, if any, required by the City to be made by the Manager.

**Section 10. Residence.** The Manager will establish residence within the City's ETJ on or before the Commencement Date and will thereafter maintain a residence within either the City, or within 5 miles of the corporate limits of the City, during the Term of this Agreement.

**Section 11. Indemnification.** To the extent allowed by law, City shall defend, hold 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 as City Manager, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage, in sufficient amounts to assure accomplishment of such hold harmless and indemnification. City will litigate, compromise or settle, any such claim or suit and pay the amount of any settlement or judgment rendered thereon.

**Section 12. Hours of Work.** It is recognized that the Manager must devote a great deal of time outside of normal office hours toward the business of the City. The Manager acknowledges the proper performance of the duties of the City Manager will often require the performance of necessary services outside of normal business hours. The Manager agrees to devote such additional time as is necessary for the full and proper performance of the 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 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 Manager shall, therefore, be allowed to establish an appropriate work schedule and take reasonable time off as the Manager shall deem appropriate during normal office hours.

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting, or other business opportunities, provided the Manager shall not participate in any activity or arrangement that would constitute a conflict of interest. The Manager shall not spend more than an average of ten (10) hours per month in teaching, consulting, or other non-City related business (with the exception of businesses owned by members of Manager's family, provided it does not interfere with City related business) without the prior approval of the City.

**Section 13. Termination and Severance Pay.** In the event Manager is terminated by the Council before expiration of the aforesaid term of employment and during such time that Manager is willing and able to perform Manager's duties under this agreement in a manner consistent with the City Code of Ordinances, then in that event City agrees to pay Manager a lump sum cash payment equal to the Manager's full salary and benefits for a period of twelve (12) months; and provided further, however, that, notwithstanding the foregoing, in the event Manager is terminated because of Manager being convicted of any felony, or any illegal act involving personal gain to Manager, then, in that event, City shall have no obligation to pay the aggregate severance sum designated in this Section.

In the event Manager resigns because City: (i) reduces the salary or other financial

benefits of Manager in a greater percentage than an applicable across-the-board reduction for all employees of City; (ii) refuses, following written notice, to comply with any other provision benefitting Manager herein; (iii) materially reduces Manager's current authority under the Code of Ordinances; or (iv) a majority of Council formally requests that Manager resign or by simple majority vote, votes and expresses no confidence in the Manager at a meeting of the Council, then City agrees to pay Manager a lump sum cash payment equal to the Manager's full salary and benefits for a period of twelve (12) months.

If the Manager voluntarily resigns Manager's position with City, Manager shall give the City at least forty-five (45) days' notice in advance, unless the parties otherwise agree and City shall have no obligation to pay the aggregate severance sum designated in this Section.

**Section 14. Performance Evaluation.** The Council shall review and evaluate the performance of the Manager at least once annually in advance of Manager's anniversary hire date. The review and evaluation shall be in accordance with specific criteria developed jointly by City and Manager. The criteria may be added to or deleted from as the Council may from time to time determine, and Council shall provide Manager with a summary written statement of the Council's findings and provide an adequate opportunity for the Manager to discuss his evaluation with the Council.

**Section 15. Notices.** Notices pursuant to this agreement shall be given either by email, mail, or hand delivery.

**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 this Agreement, the Manager shall, except for a personal residence 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.

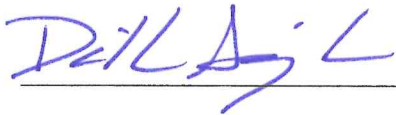
Council acknowledges that Manager and Manager's family own real estate or land interests within the City's ETJ, and that such interests are likely to be sold during Manager's Term, which will likely require the buying and selling parties to do business with the City. Council agrees to establish protocols to avoid any conflict of interest for Manager with respect to this issue should this issue arise.

**Section 17. 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 Manager.
- C. This agreement shall become effective commencing on the Effective Date, and the Manager shall report for work on June 19, 2023.
- D. 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 be deemed severable, shall not be affected and shall remain in full force and effect.

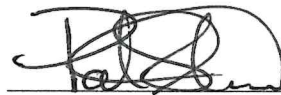
**Section 18. REASSIGNMENT.** The Manager cannot be reassigned from the position of City Manager to another position without mutual consent of the Manager and the Council.

**IN WITNESS WHEREOF**, the City has caused this Agreement to be signed and executed in its behalf by its Council, and duly attested by its City Secretary, and the Manager has signed and executed this Agreement, both in duplicate, the day and year first above written.



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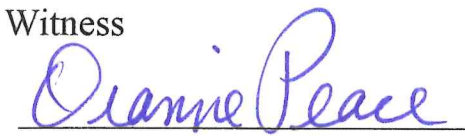
Danielle Singh



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Patrick Sherek, Mayor

Witness



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Dianne Peace, City Secretary

**AGREED TO AND ACCEPTED** this the 9th day of May 2023.