

EMPLOYMENT AGREEMENT BETWEEN CITY OF BURLESON
AND LARRY BRYAN LANGLEY

This Employment Agreement (the “Agreement”) is entered into as of April 18, 2022 (the “Effective Date”) by and between the City of Burleson (“City”), a Texas municipal corporation and Larry Bryan Langley (the “Manager”). In consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

WHEREAS, the City and Manager entered into an employment agreement dated April 1, 2019, concerning the employment of the Manager as the City Manager of the City (the “Original Agreement”); and

WHEREAS, the City and Manager amended and restated the terms of the Original Agreement through a First Amendment and Restatement of the Original Agreement dated April 6, 2020, (the “2020 Agreement”) to provide Manager with additional severance and salary in the employment of the Manager as the City Manager of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated April 5, 2021, concerning the employment of the Manager as the City Manager of the City (the “April 2021 Agreement”) that superseded the 2020 Agreement to provide the Manager with additional deferred compensation, salary, and benefits, in the employment of the Manager as the City Manager of the City; and

WHEREAS, the City and Manager entered into an employment agreement dated August 2, 2021, concerning the employment of the Manager as the City Manager of the City (the “August 2021 Agreement”) that superseded the April 2021 Agreement to provide the Manager with additional deferred compensation, salary, and benefits, in the employment of the Manager as the City Manager of the City; and

WHEREAS, the Parties deem it necessary to enter into this Agreement to provide the Manager with additional deferred compensation, salary, and benefits, and to include additional changes as set forth herein; and

WHEREAS, the Parties desire that this Agreement supersede all prior employment agreements between the Parties, including the Original Agreement, 2020 Agreement, April 2021 Agreement, and August 2021 Agreement, to amend and restate the terms of employment of the Manager by the City as set forth herein.

NOW, THEREFORE, the Parties do hereby agree as follows:

**SECTION I
DUTIES**

The Council hereby employs Manager as the chief administrative officer of the City to perform the duties and functions specified in this Agreement, in the City Charter and Code of Ordinances, and as the Council shall, from time to time, assign to the Manager consistent with the intent of this Agreement and state or federal law.

SECTION II

TERM

The term of this Agreement shall be indefinite and the Agreement shall be and remain in full force and effect until terminated by the Manager or by the Council as herein provided (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 applicable provisions of the City personnel policies and the provisions set forth hereinafter in the section titled "Termination and Severance Pay".

SECTION III RESIDENCY

Manager agrees to maintain residency within the city limits of the City.

SECTION IV SALARY

The City agrees to pay the Manager an annual base salary of Two Hundred Seventy-Two Thousand Nine Hundred Fifty and no/100s Dollars (\$272,950.00), effective April 18, 2022, payable in installments at the same time as other employees of the City are paid. The City further agrees to review the base salary and other benefits of the Manager at least annually through a formal evaluation, and consideration shall be given to adjust Manager's compensation in conjunction with such performance evaluation. Manager may receive cost of living salary increases, if any, that are received by other City employees. This agreement shall be automatically amended to reflect any salary adjustments provided in accordance with this Agreement and the City's personnel policy.

SECTION V DEFERRED COMPENSATION

City agrees to pay deferred compensation on behalf of Manager in the amount of eight percent (8%) Manager's annual base salary to a deferred compensation plan in accordance with City policy.

SECTION VI 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. The City agrees to provide a stipend to the Manager equivalent to the Manager's contribution required by TMRS. Such stipend shall include the salary and other benefits treated as compensation for TMRS purposes.

The Manager shall be eligible for the same disability plan as all other employees of the City. In the event of a disability, the Manager shall be entitled to the use of accrued leave benefits pursuant to City policy in the same manner as other employees of the City.

If Manager is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any leave available under the Family Medical Leave Act, if any, City shall have the option to terminate this Agreement, without being subject to the severance pay requirements of Section XIV.

SECTION VII INSURANCE AND ANNUAL EXAMINATION

- A. Health Insurance.** The Manager shall be covered by the same health, dental, and vision plans as all other employees.
- B. Life Insurance.** The Manager shall be eligible for life insurance from the City. The multiple, type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the City. The Manager shall designate the beneficiary or beneficiaries of such policy.
- C. Annual Examinations.** The City will pay for Manager to receive one routine eye and dental exam per year.

SECTION VIII MONTHLY ALLOWANCES

- A. Vehicle Allowance.** The Manager's duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Manager, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable per pay period same as all other applicable employees of the City, 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 performance of his 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 expenses, including gasoline, attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.
- B. Cellular Telephone Allowance.** Manager shall receive a cellular phone allowance of One Thousand Two Hundred Dollars (\$1,200.00), payable per pay period same as all other applicable employees of the City and shall be responsible for obtaining a cellular phone for use in use in the performance of his duties. Manager shall accept responsibility for payment of any taxes on this benefit that may apply now or throughout the duration of this Agreement.

SECTION IX LEAVE BENEFITS

All provisions of the rules and regulations of the City applicable to fringe benefits, leave and working conditions 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; provided, however, that, as of the Effective Date of the Agreement, Manager shall receive the same vacation leave and sick leave accruals,

maximum hour caps, payouts, and other benefits of an employee with at least twenty years of service with the City.

SECTION X PROFESSIONAL AND CIVIC DEVELOPMENT

The City agrees to budget for mutually agreed civic and professional membership dues and subscriptions of the Manager necessary for the Manager's continuation and participation in national, regional, state and local associations necessary and desirable for the Manager's continued professional participation, growth, advancement, and for the good of the City. City agrees to pay for such memberships and subscriptions upon approval by the Mayor. Developing and maintaining professional association contacts and standing provide the City access to valuable resources, and reasonable participation and related travel by the Manager as provided for in the annual budget will be a part of the Manager's duties.

SECTION XI 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 upon receipt or proof of such expenditures in accordance with relevant City policy. In addition, the City will provide and pay for the technology necessary for Manager to work from home.

SECTION XII 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, in sufficient 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; provided, however, that this indemnification shall be limited to the conditions and coverages of the liability insurance or risk pool coverage. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

SECTION XIII HOURS OF WORK

The Manager is an exempt employee who is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City.

The Manager acknowledges the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours, that most work weeks involve a minimum of forty (40) hours, and will also 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.

The City agrees 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. Provided, however, the Council shall have the right to review Manager's use of time off, and abuse of such use shall be grounds for discipline, up to and including termination.

The Manager will devote full time and effort to the performance of the duties of the City Manager of the City, and shall remain in the exclusive employment of the City during the term of this Agreement; provided that 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. The term "outside professional employment" shall be construed to include occasional teaching, writing or consulting performed on the Manager's time off.

SECTION XIV TERMINATION AND SEVERANCE PAY

- A.** The Manager serves at the pleasure of the Council, and the Manager's employment may be terminated by the Council at any time for any reason.
- B.** In the event Manager is terminated by the Council and Manager is then willing and able to perform all the duties of the City Manager under this Agreement, then, in that event, the City agrees to pay the Manager a lump sum payment equal to twelve (12) months full compensation and Health Insurance plus the value of all accrued leave, and other benefits accrued by, or credited to, the Manager prior to the termination on the same basis as any other employee of the City. The lump sum payment described herein shall be paid within thirty (30) days of the termination date.
- C.** The City will not be obligated to pay the payment set forth in paragraph B of this section if:
 - 1. Manager is terminated for willful breach, disregard, or habitual neglect of duties or failure to follow directions of the Council that have been formally communicated to Manager. As used in this paragraph, the terms "disregard or habitual neglect of duties" shall mean regular neglect of, disregard of, ignoring of or overlooking of duties of the job for which the Manager is hired. As used in this paragraph, the term "willful breach" shall mean the intentional doing of some act with the knowledge that it is contrary to or in violation of formally communicated directions of the Council, save and except for

directions, which the Manager reasonably believes would require him to violate a law, ordinance or regulation from a governmental body or agency;

2. Manager is terminated for misconduct involving an act of moral turpitude or of illegality. As used in this paragraph the term "moral turpitude" shall mean an act of baseness, vileness or depravity in the private and social duties which a person owes to another person in society and contrary to accepted and customary actions; and as used in this paragraph, the term "illegality" shall mean any action by Manager in violation of any criminal statute, law, charter, regulation or ordinance of any governmental body or agency, save and except for class "C" misdemeanors under Texas State law; or

3. Manager voluntarily resigns the position of City Manager.

D. A determination under paragraph C of this section that the City is not obligated to pay Manager the severance amount shall require a majority vote of the Council, after an opportunity for a hearing.

E. In the event the Council, during the term of this Agreement, reduces the authority of the Manager, or reduces the salary or other financial benefits of Manager in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Manager herein, or the Manager resigns following a suggestion, whether formal or informal, by the Council that the Manager resign, then in that event, the Manager may, at the Manager's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Manager resigns at the Council's suggestion; provided that, notice having first been given, the suspension of the Manager with pay pending the investigation and resolution of any charges against the Manager described in paragraph C. of this section shall not constitute a termination, or a reduction under this section. The Council shall be deemed to have suggested the resignation of the Manager at any time when a majority of the members of the Council shall at a Council meeting, or in writing, suggest that the Manager resign.

F. 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. In the event of resignation, Manager will be entitled to compensation for accrued leave, and other benefits on the same basis as any other employee of the City.

SECTION XV NOTICES

All notices, demands, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

City: Mayor or City Secretary
City of Burleson
141 West Renfro
Burleson, Texas 76028

Manager: Larry Bryan Langley

(Address on file with the City's Human Resources Department.)

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 three (3) days after the date the notice is deposited in the United States Mail or with a commercial courier.

SECTION XVI 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 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.

SECTION XVII GENERAL PROVISIONS

- A. Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. 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 Johnson County, Texas.
- C. Mediation.** The parties shall, in good faith, attempt to settle any controversy or claim by any party hereto arising out of or relating to this Agreement by mediation in accordance with the laws and rules of the State of Texas. Such mediation shall be held within thirty (30) days after demand therefor by any party. If one party fails or refuses to mediate within such thirty (30) day period, the other party may proceed to enforce such party's rights in a court of competent jurisdiction.
- D. 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.
- E. 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 into 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.

- F. 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.
- G. Effective Date.** This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Manager.
- H. Counterparts.** This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

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

CITY OF BURLESON

Chris Fletcher, Mayor

ATTEST:

Amanda Campos, City Secretary (City Seal)

AGREED AND ACCEPTED this the ____ day of _____, 20____.

Larry Bryan Langley, City Manager