

**AGREEMENT FOR PROFESSIONAL SERVICES  
AND EMPLOYMENT AS CITY MANAGER**

This Agreement for Professional Services and Employment as City Manager (this "Agreement"), is made and entered into effective as of this the 28<sup>th</sup> day of June, 2018 by and between the City of Forney, Texas, a municipal corporation (the "City"), and Anthony Carson, (the "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**, the City Council of the City of Forney (the "Council") and the City Manager believe that employment agreements negotiated between City Councils and City Managers can be mutually beneficial to the city organization, the City Manager, and the community they serve; and

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

**WHEREAS**, the City Council and City Manager believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the city's charter and personnel policies, that will uphold the principle of "serving at the pleasure of the Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Manager and family through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the city's budget; and

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

**WHEREAS**, it is the desire of 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; and

**WHEREAS**, the Council desires to retain the services of the Manager, to provide inducements for the Manager to be employed as the City Manager of the City and to 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 proper means for termination, resignation, or retirement of the Manager; and

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

**WHEREAS**, the Manager has agreed to be employed 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 agreeing to be employed as City Manager 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 Article IV, Section 4.01 of 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.

**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 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 and contained in Section 14 hereof titled "Termination and Severance Pay."

**Section 3. Salary.** City agrees to pay the Manager an annual base salary, which salary shall be One Hundred Sixty-Seven Thousand Five Hundred and NO/100 Dollars (\$167,500.00) payable in installments and at the same time as other employees of the City are customarily paid. City further agrees to review the base salary and other benefits of the Manager at least annually.

**Section 4. Disability and Retirement Benefits.** The Manager shall be covered and governed by the Texas Municipal Retirement System ("TMRS"). TMRS 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 all sick leave, 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 retirees from the City are permitted to do so, or, if such other retirees are not permitted to do so, such coverage shall be at the cost of the Manager and at the same rate City pays for such coverage. The Manager at his option may maintain coverage at his expense for all family members covered at the time of disability or retirement.

**Section 5. Insurance.**

**A. Health Insurance.** The Manager shall be covered by the same health and dental plans as all other employees, or such plans that are available through the City and selected by the Manager, except that the City shall pay the employee share of premiums for the Manager and pay 50% of all monthly premiums for dependent coverage.

**B. Life Insurance.** The City shall provide for Supplemental Death Benefits provided through TMRS and any other life insurance provided for all other employees. The Manager shall designate the beneficiary of such life insurance policies.

**C. Disability Insurance.** The City agrees to put into force for the Manager, and to make the required premium payments for, an insurance policy providing 24 hour coverage for occupational disability as well as total and permanent disability income benefits, with no expiration. The policy will provide 60% income replacement for long-term coverage. The policy shall be non-cancelable and be guaranteed renewable, with cost of living provisions included.

**Section 6. Technology.** Recognizing the importance of constant communication and maximum productivity, the City Manager shall be provided a cell phone allowance equal to the allowance paid to all employees for use of their personal smart phone.

**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, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$7,200 per year, payable bi-weekly, 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 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 attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

**Section 8. 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; any and all leave balances including but not limited to sick, vacation, holiday and personal leave will be payable at resignation or termination; vacation leave will accrue at the rate of twenty (20) days per year. The Manager may retain and carry forward an unlimited amount of vacation and

sick leave but shall only be compensated for a maximum of two years accrual of vacation and sick leave upon resignation or termination.

To assist with transition necessities, the Manager shall be credited with 1 year's accrual of vacation and sick leave upon the first day of employment. However, if the City Manager shall leave the employment of the City less than two years from the date he begins employment with the City, said advanced credit of 1 year's accrual of vacation and sick leave shall be deducted from his final compensation and he shall only be compensated for his normal vacation and sick leave that has been accrued and remains unused at that time.

**Section 9. Professional and Civic Development.** The City agrees to budget and pay for the 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 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 related travel by the Manager as provided for in the annual budget will be a part of the Manager's duties.

**Section 10. 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 Finance Director 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 is required by the City to be made by the Manager.

**Section 11. Residence Requirement.** On or before the expiration of six (6) months from the Effective Date the Manager will establish residence within the City's corporate boundaries and will thereafter maintain a residence within the City during the term of this Agreement.

The City will provide a one-time lump sum relocation allowance of \$15,000 to help defray the Manager's relocation expenses from Pekin, Illinois to Fomey. This lump sum allowance will be provided 30 days after this agreement is approved in formal action by the City Council and shall be inclusive of all expenses related to said relocation such as, but not limited to, house hunting trips in advance of starting work, packing and transit of household goods, interim housing and meals, etc. Said relocation allowance will be reported as income for income tax purposes, and it shall be the responsibility of the Manager to provide documentation to the IRS with their tax return to treat it as a deductible expense as appropriate.

**Section 12. Indemnification.** To the fullest extent permitted by law, the City shall defend, save harmless and indemnify the 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 the 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 intentional wrongful conduct. The 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 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 that the proper performance of the duties of the City Manager of the City will require the Manager to generally observe normal business hours, with Council recognizing the need for flexibility in the Manager's schedule, 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. 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 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 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 anyway 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 14. Termination and Severance Pay.**

**A. Termination.** In the event the Manager is terminated by the Council during the Term of this Agreement and the 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 an amount equal to twelve (12) months full salary

("Salary Payment") and Insurance Benefits (defined below), paid out biweekly in the same manner and on the same schedule as the normal payroll of the City. During such twelve (12) month period ("Payment Period") the Manager will continue to be covered, at the same employee participation rates, in the health, dental, life and disability plans contemplated by this Agreement ("Insurance Benefits"); provided however, that in the event Manager is ineligible to participate, for any reason, in any one or more of the Insurance Benefits then, in addition to the Salary Payment, the City shall pay to Manager in equal installments during the Payment Period an amount equal to the policy premium cost for any such Insurance Benefit for which Manager is determined to be ineligible, including the cost of any COBRA (Consolidate Omnibus Reconciliation Act of 1985, as amended) health insurance continuation coverage for which Manager may be eligible. The Manager will additionally be paid at the time of termination the value of all sick, vacation and personal leave, holidays and other benefits accrued by, or credited to the Manager up to the point of the termination; provided that, if the Manager is terminated for cause under and pursuant to applicable Texas law, then, in that event, the City shall have no obligation to pay the severance payments designated in this Section. Any payment for accrued paid time off shall be subject to the restrictions in Section 8.

**B. Reductions.** 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, and in such event or events the provisions of Section 14 (A) hereof shall become operative and the Manager shall be entitled to receive and the City shall pay to the Manager the Salary Payment and the Insurance Benefits.

**C. Resignation.** If the Manager terminates this Agreement by voluntary resignation of the position of City Manager, the Manager shall give sixty (60) days notice in advance unless the Council agrees otherwise.

**Section 15. 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:

(1) City:                   City of Forney  
                                  Attention: Mayor  
                                  P.O. Box 826  
                                  Forney, Texas 75126

(2) Manager: Anthony Carson

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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 16. Conflict of Interest Prohibition.** The Manager shall abide by the City's Code of Ethics Policy as it may be adopted and amended during the course of the Manager's employment with the City.

**Section 17. Appropriations.** The Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and un-appropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

**Section 18. 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 Kaufman County, Texas.

C. **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.

D. **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.

E. **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.

F. **Effective Date and Start 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.

The City acknowledges that the Manager has a provision in his contract with his current employer requiring a 60-day notice upon resignation. The Manager will give notice to his current employer within 24 hours of formal approval of this agreement by the City Council and his start date will be a mutually agreed upon date approximately 60 days thereafter.

G. **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.

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

**AGREED AND ACCEPTED** by City Council action as of this the 28<sup>th</sup> day of June.

For CITY:

By: Mary Penn  
~~Rick Wilson, Mayor~~  
Mary Penn, Mayor Pro Tem

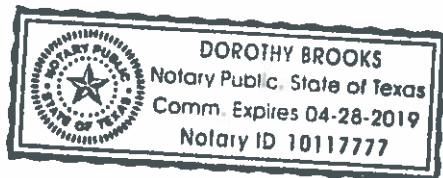
STATE OF TEXAS           §  
  §  
COUNTY OF KAUFMAN   §

Before me, the undersigned authority, personally appeared Rick Wilson as Mayor of the City of Forney, Texas, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, and under the authority of City Council action taken the 28<sup>th</sup> of June, 2018.

Given under my hand and seal of office this <sup>th</sup> 11 day of July, A.D. 2018.

Dorothy Brooks  
Notary Public in and for the State of Texas

My commission expires: 04-28-2019





For MANAGER:

By: Anthony Carson  
Anthony Carson

STATE OF ~~TEXAS~~ §  
                  Illinois §  
COUNTY OF ~~KAUFMAN~~ §

Before me, the undersigned authority, personally appeared Anthony Carson as Manager, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and, in the capacity, therein stated.

Given under my hand and seal of office this 2 day of June, A.D. 2018.

Burt L. Dancey  
Notary Public in and for the State of ~~Texas~~ Illinois

My commission expires: 10/16/21

