

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARROLLTON, TEXAS, APPOINTING L. ERIN RINEHART AS THE CITY MANAGER; AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT WITH L. ERIN RINEHART; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CARROLLTON, TEXAS, THAT:

SECTION 1

L. Erin Rinehart is hereby appointed City Manager, to serve at the pleasure of the City Council of the City of Carrollton, Texas, according to the terms and conditions of the employment agreement, attached hereto as Exhibit A.

SECTION 2

The Mayor is hereby authorized to execute the employment agreement with L. Erin Rinehart as City Manager, as shown on the attached Exhibit A.

SECTION 3

This Resolution shall take effect on December 6, 2016.

DULY PASSED AND APPROVED by the City Council of the City of Carrollton, Texas this 6th day of December, 2016.

Matthew Marchant, Mayor

ATTEST:

APPROVED AS TO FORM:

Laurie Garber, City Secretary

Meredith A. Ladd, City Attorney

Exhibit A

STATE OF TEXAS §
COUNTY OF DALLAS §

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into the 6th day of December, 2016, by and between the City of Carrollton, Texas, a Municipality, as authorized by the City of Carrollton Charter, Section 2.07, hereinafter called "Employer," and L. Erin Rinehart, hereinafter called "Employee," both of whom understand and agree as follows:

WITNESSETH:

WHEREAS, Employer shall employ the services of L. Erin Rinehart as City Manager of the City of Carrollton, Texas; and

WHEREAS, the City Council of the City of Carrollton, hereinafter called "City Council," shall provide certain benefits, establish certain conditions of employment, and set certain working conditions of Employee; and

WHEREAS, the City Council, in order to: (1) secure and retain the services of Employee and provide inducement for her to remain in such employment; (2) make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security; (3) act as a deterrent against malfeasance or dishonesty for personal gain on the part of Employee; and (4) provide a just means for terminating Employee's service at such time as she may be unable to fully discharge her duties due to disability, or when Employer may otherwise terminate her employment desires to enter into this Agreement setting forth the terms and conditions of her employment; and

WHEREAS, Employee accepts employment as City Manager of the City of Carrollton, Texas;

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

SECTION 1. Duties.

Employer hereby agrees to employ L. Erin Rinehart as City Manager to perform the duties and functions specified in the City of Carrollton Charter, Section 3.02 and City of Carrollton Code of Ordinances, and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

SECTION 2. Term.

A. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time, subject only to the provision set forth in Section 4, paragraphs A and B, of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from her position with Employer, subject only to the provision set forth in Section 4, paragraph C, of this Agreement.

C. The Employee shall devote her entire productive time, ability, and attention to the business of the City during the term of this agreement. She shall not directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, for compensation, without the prior written consent of the City Council.

D. It is the intent of the parties to retain the Employee as city manager for an indefinite time, as provided in the City of Carrollton City Charter, Section 2.07.

SECTION 3. Suspension.

Employer may suspend Employee with full pay and benefits at any time during the term of this Agreement.

SECTION 4. Separation from Employment.

A. If the Employee is terminated by the City Council before the expiration of the aforesaid term of employment and during such time that Employee is willing and able to perform her duties under this Agreement, then Employer will pay to Employee severance in the amount equal to six (6) months of salary, less applicable deductions. Provided, however, that in the event Employee is terminated for cause, which includes conviction of an offense involving moral turpitude, a documented violation of the City's personnel policies, any criminal act involving the performance of her duties, or any criminal act of any degree of felony, then Employer shall have no obligation to pay the severance sums, including insurance payments, designated in this paragraph. In the event the Employee is terminated by the Council, other than for cause, then all life, health, dental, and disability insurance and all other Employer provided benefits shall continue in full force and coverage, payable as stated in Section 11, for a period of six (6) months or until similar coverage is provided to Employee by a subsequent employer (and is in full force and effect) whichever comes first. Said continuation of group health insurance coverage shall be in addition to any protection afforded Employee by the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA).

B. Unless otherwise mutually agreed, in the event Employer at any time during the terms of this Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all Employer's executive pay plan employees, or in the event Employer refuses, following written notice, to comply with any other provision benefitting Employee herein, or the Employee resigns following action by a majority of the City Council in either a formal vote or informal consensus decision during its deliberation that she resign, then, in that event, Employee may, at her option, be deemed to be "terminated" at the date of such reduction or such refusal to comply with the meaning and context of the severance pay provision of Section 4, paragraph A herein. "A majority of the City Council" shall be defined as a majority of the full membership of the City Council, as expressed in City Charter, Section 2.08.

C. In the event Employee voluntarily resigns her position with Employer before expiration of the aforesaid term of her employment, then Employee shall give Employer not less than two months' notice in advance, unless the parties otherwise agree. Such voluntary resignation shall terminate the provisions of this Agreement, and Employee shall complete her compensation and benefits in accordance with standard policies applying to all employees of Employer, computed up to but ending on the effective date of resignation. Either party shall be entitled to exercise all lawful remedies available to enforce the rights accorded to them under this Agreement notwithstanding its termination.

D. Upon termination or resignation, Employee shall return any equipment, materials, keys, other property or instruments of Employer's that was assigned to Employee. Employee further agrees to reasonable efforts of assistance in the orderly transfer of duties to a successor.

SECTION 5. Disability.

If for any reason Employee is unable to perform her duties because of physical, mental, or emotional disability, and such disability shall extend continuously for at least six (6) months, Employer shall have the option to terminate this Agreement for cause, without the payment of the severance pay or insurance payments as set forth in Section 4, paragraph A. Employee shall be compensated for any accrued vacation, holidays, and other accrued benefits in accordance with standard policies applying to all employees of Employer. "Disability" shall be determined by the concurrence of a two (2) member physician panel, composed of the Employer's selection and the Employee's or her custodian's selection, that Employee is unable to perform her essential functions as city manager.

SECTION 6. Salary.

Employer agrees to pay Employee for her services rendered pursuant hereto an annual base salary of \$210,000.00, effective January 13, 2017, payable in installments at the same time as other employees of the Employer are paid. This Agreement shall be automatically amended to reflect any salary adjustments. In addition, consideration shall be given on an annual basis to an increase in compensation.

SECTION 7. Performance Evaluation.

A. The City Council shall review and evaluate the performance of Employee at least once annually, at a time mutually agreeable and generally being the month of August. Any salary increase resulting therefrom shall be effective from the beginning of the next fiscal year, unless otherwise determined by the City Council. Approximately six (6) months after the beginning date of employment, the Council shall assess the performance of Employee.

B. Subject to a satisfactory performance evaluation for the current applicable year by the City Council, Employee will receive a minimum of a five percent (5%) salary increase, annually, for each of the first three (3) years of this Agreement.

C. City Council review of Employee shall include all aspects of Employee's responsibilities. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with Employee. Further, the City Council will endeavor to provide Employee with a written summary statement of the findings of the City Council and provide an adequate opportunity for Employee to discuss her evaluation with the City Council.

D. Annually, the City Council and Employee may define such goals and performance objectives which they determine necessary for the proper operation of the City of Carrollton, Texas and in the attainment of the City Council's policy objectives and shall further establish relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They should generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided.

E. In effecting the provisions of this Section, the City Council and Employee mutually agree to abide by the provisions of the applicable law.

SECTION 8. Hours of Work.

It is recognized that Employee must devote a great deal of time outside normal office hours to business of Employer, and to that end Employee will be allowed to take discretionary time off, within the parameters of the discretionary leave Administrative Directive, as shall be reasonable during said normal office hours.

SECTION 9. Vacation and Sick Leave.

Employee shall accrue five (5) weeks of vacation each year. Employee shall accrue sick leave on the same basis as other employees generally. Payout of vacation or sick leave will be subject to standard policies applying to all employees of Employer.

SECTION 10. Disability, Health, and Life Insurance.

A. At the same levels and costs as generally available to all other employees, Employer agrees to provide Employee with insurance policies for life, accidental death and dismemberment, health, disability benefits, dental, and vision. Employer shall purchase and pay the required premiums on group health insurance coverage for Employee commencing with the effective date of this Agreement. Dependent coverage will be available commencing with the effective date of this Agreement and premium payments shall be the responsibility of the Employee.

B. Employer agrees to purchase and to pay the required premiums on life insurance policies equal in amount to two (2) times the annual gross salary of Employee, with the beneficiary to be named by Employee.

C. Employee may agree to submit once per calendar year to a complete physical examination by a qualified physician agreeable to both Employer and Employee, the cost of which shall be paid by Employer.

SECTION 11. Retirement.

Employer agrees to maintain all necessary agreements provided by the Texas Municipal Retirement System (TMRS) for Employee's participation in said TMRS Retirement Plan, and in addition to base salary paid by Employer to Employee, Employer agrees to pay an amount equal to the required Employer match into the TMRS on Employee's behalf in equal proportionate amounts each pay period. Employee may elect to contribute from her base salary any additional amount, not to exceed the federal tax code limitations, to a City sponsored deferred compensation plan for the benefit of Employee as deferred compensation.

SECTION 12. Residency.

Employee agrees to maintain her residence within the corporate boundaries of the City of Carrollton for the entire term of her employment with the City.

SECTION 13. Dues and Subscriptions.

Employer agrees to budget for and to pay for the professional dues and subscriptions of Employee reasonably necessary for her continuation and full participation in national, regional, state, and local associations and organizations reasonably necessary and desirable for her continued professional participation, growth, and advancement, and for the good of Employer.

SECTION 15. Professional Development.

A. Employer agrees to budget for and to pay the reasonable travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to, the annual conferences of the International City Management Association, the Texas Municipal League, the Texas City Management Association, and such other national, regional, state, and local governmental groups and committees thereof which Employee serves as a member.

B. Employer agrees to budget and to pay for the reasonable travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for her professional development and for the good of Employer.

SECTION 16. General Expenses.

Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. Employee shall be authorized, for such purposes, to utilize the credit card issued by Employer, and the Director of Finance is hereby authorized to pay such monthly credit bills upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

SECTION 17. Indemnification.

Employee, when acting in the course and scope of her duties as City Manager, is a public official and all provisions of city's risk assumption ordinance and self-insurance program shall fully apply.

SECTION 18. Bonding.

Employer shall bear the full cost of fidelity or other bonds required of Employee under any law or statute.

SECTION 19. Other Terms and Conditions.

A. The City Council, in consultation with the City Manager, shall address 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 or state law.

B. All provisions of state law and regulations and rules of the Employer relating to vacation and sick leave, retirement system contributions, holidays and other fringe benefits and working conditions as they now exist and hereafter may be amended, shall also apply to Employee as they would to other employees of Employer, in addition to said benefits enumerated specifically for the benefit of Employee, except as herein otherwise provided.

SECTION 20. 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) Employer: Mayor and City Council City of Carrollton
P.O. Box 110535
Carrollton, Texas 75011-0535

(2) Employee: L. Erin Rinehart



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 notice in the course of transmission in the United States Postal Service.

SECTION 21. 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. This Agreement shall become effective commencing the 13th day of January, 2017.

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. This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

IN WITNESS WHEREOF, the City of Carrollton, Texas has caused this Agreement to be signed and executed in its behalf by its Council, and duly attested by the City Secretary, and Employee has signed and executed this Agreement, both in duplicate, the 6th day of December, 2016.

City of Carrollton, Texas

Employee

Matthew Marchant,
Mayor



Erin Rinehart

By authority of Resolution No. _____
Dated December __, 2016.

ATTEST:

Laurie Garber,
City Secretary