

THE STATE OF TEXAS §
 § CITY MANAGER
COUNTY OF DALLAS § AGREEMENT OF EMPLOYMENT

THIS AGREEMENT OF EMPLOYMENT ("Agreement") is made and entered into this 14th day of December, 2016 by and between the City of Dallas ("City") and T. C. Broadnax ("City Manager"), and evidences the following:

RECITALS

The City desires to employ the services of T. C. Broadnax, as City Manager of the City of Dallas, in accordance with applicable provisions of the Dallas City Charter and Dallas City Code, as amended. T. C. Broadnax desires to accept employment as City Manager of the City of Dallas.

AGREEMENT

I. APPOINTMENT

City hereby appoints T. C. Broadnax as City Manager of the City of Dallas beginning the 1st day of February, 2017, to perform the functions and duties specified in the City Charter and the City Code and to perform such other legally permissible and proper duties and functions as the City Council may from time to time assign.

II. TERM

T. C. Broadnax shall serve as City Manager for an indefinite term, commencing February 1, 2017, but may be removed at any time in accordance with the provisions of the Charter and this Agreement.

III. COMPENSATION

(a) City agrees to pay the City Manager for his services the annual base salary of THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$375,000.00), for the first year of employment, February 1, 2017 through January 31, 2018, payable in installments in the same manner and at the same time as other civilian employees of the City are paid, and subject to the same applicable deductions for employee benefit contributions.

(b) City agrees to increase the base salary and/or other benefits of the City Manager after one year of service on February 1, 2018 to THREE HUNDRED NINETY-FIVE THOUSAND AND 00/100 DOLLARS (\$395,000.00). Thereafter, City and City Manager agree that the City Council may determine whether to increase the base salary and/or other benefits on the basis of a salary and performance review made at least annually by the City Council, meeting with the City Manager after a report and recommendation by a committee appointed by the Mayor

and approved by the City Council, the initial review to take place twelve months from February 1, 2018.

(c) City shall also procure a policy of indemnity against professional liability or, in the alternative, assume liability on behalf of, and the defense of, the City Manager for services performed under this Agreement and while employed as City Manager for the City.

IV. HOURS OF WORK

It is recognized that the City Manager must devote a great deal of his time outside normal office hours to business of the City, and in consideration of that responsibility, the City Manager will be allowed to take reasonable time off as he shall deem appropriate during normal office hours.

V. OTHER EXPENSES AND EQUIPMENT

(a) The City agrees to reimburse the City Manager for expenses incurred in the conduct of City business including, but not limited to, dues for a dining facility and the hosting of business meetings.

(b) The City agrees to provide City-owned equipment reasonably necessary to enable the City Manager to perform the duties of his office, including but not limited to, a laptop for use in his home and a hand-held communication device. At termination of employment, all City-owned equipment will be immediately returned to the City.

VI. ANNUAL PHYSICAL EXAMINATION

The City Manager agrees to obtain a physical examination once each year, the cost of which will be paid by the City.

VII. RESIDENCE IN DALLAS. REAL PROPERTY AND OTHER BUSINESS INVESTMENTS

(a) In accordance with Section 1, Chapter VI of the City Charter, the City Manager shall be a resident of the City of Dallas during the term of appointment. He shall have a period of six (6) months from the date of the appointment to relocate to the City.

(b) T. C. Broadnax agrees that he shall not have or acquire ownership interests in any real property in the City of Dallas, other than his residence, during his term as City Manager, without first obtaining the approval of the City Council.

(c) T. C. Broadnax agrees that he shall not engage in any joint business activities with any other City employee during his term as City Manager.

VIII. PROFESSIONAL DEVELOPMENT AND CIVIC SERVICE

(a) The City agrees to pay the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to continue his professional development and to adequately pursue necessary official and other functions for the City, including but not limited to, the Annual Conference of the International City Management Association, the Texas Municipal League, and such other international, national, regional, state, and local governmental groups, boards, and committees of these organizations which the City Manager serves as a member.

(b) The City agrees to pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars that are necessary for his professional development and for the good of the City.

(c) The City agrees to pay for the dues and subscriptions of the City Manager necessary for his continuation and full participation, including the holding of office in international, national, regional, state, and local professional and civic associations and organizations necessary and desirable for his continued professional and civic participation, growth, and advancement, and for the good of the City.

IX. TERMINATION AND SEVERANCE PAY

(a) In the event of his involuntary separation as City Manager, T. C. Broadnax shall be entitled to receive a lump sum payment equal to twelve (12) months of his then current base salary to be paid in a single lump sum payment, less applicable taxes, and reimbursement for up to twelve (12) months of the costs of continued health benefits for him and his dependents through COBRA or other such City insurance continuation program in which the City Manager and/or his dependents are enrolled; provided, however, that if he is terminated because of his conviction of an offense involving moral turpitude, any criminal act involving the performance of his duties, or any criminal act of any degree of felony, then City shall have no obligation to pay the severance sum designated in this section.

(b) Involuntary separation as used in this Agreement means:

(1) removal from office by a **majority vote of the members of the City Council** as permitted by Section 1, Chapter VI of the City Charter;

(2) the City Manager's resignation following a reduction in salary or other financial benefits in a greater percentage than an applicable across-the-board reduction for all City employees;

(3) refusal of the City, following a written notice from the City Manager, to comply with any other provision of this Agreement benefiting T. C. Broadnax; or

(4) the City Manager's resignation following a suggestion, whether formal or informal, by a majority of the City Council that he resign.

(c) If involuntary separation occurs under Subsections (b)(2), (b)(3), or (b)(4), T. C. Broadnax, at his option, may be deemed to be "terminated" at the date of the reduction, refusal, or suggestion.

(d) Before voluntarily resigning his position, T. C. Broadnax agrees to give the City Council at **least sixty (60) days' notice** in writing of his intention to resign, stating the reasons for the resignation.

(e) In the event of termination, voluntary or otherwise, base salary specified under Section III of this Agreement shall be paid only to the effective date of termination.

(f) Upon termination, voluntary or otherwise, City agrees to pay T. C. Broadnax a lump sum amount equal to the value of any vacation leave remaining to his credit.

X. BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

(a) In addition to the benefits provided in this Agreement, all provisions of the City Charter, City Code, and regulations and rules of the City relating to vacation, sick leave, retirement system contributions, holidays, compensatory time, service incentive pay and other fringe benefits and working conditions as they now exist or may be amended, also shall apply to T. C. Broadnax as they would to other employees of City, insofar as those provisions, regulations, and rules are not inconsistent with this Agreement.

(b) The City agrees to pay T. C. Broadnax a monthly automobile allowance of SEVEN HUNDRED AND 00/100 DOLLARS (\$700.00), payable in monthly installments with the first bi-weekly paycheck of each month. The automobile allowance shall be administered for tax purposes in accordance with the Internal Revenue Service regulations.

(c) The City agrees to pay the following relocation and transition expenses incurred by the City Manager, based on appropriate filed expenses reports, not to exceed THIRTY-FIVE THOUSAND AND 00/100 DOLLARS (\$35,000.00), including

(i) reasonable and customary moving expense by movers and storage facilities selected by the City Manager; and

(ii) reimbursement for lodging, meals and travel expenses (airfare, rental car and personal vehicle mileage) incurred for the actual move and for up to three (3) house hunting trips for the City Manager's family.

(d) The City agrees to reimburse the City Manager for actual temporary housing expenses in an amount not to exceed THREE THOUSAND AND 00/100 DOLLARS (\$3,000.00) per month, for a period up to six (6) months.

(e) The City agrees to pay to the City Manager the maximum annual amount permitted pursuant to Section 457 of the Internal Revenue Code on February 1, 2017, EIGHTEEN THOUSAND AND 00/100 DOLLARS (\$18,000.00) annually for contribution by City Manager to a deferred compensation program of his choice.

(f) The City agrees to the extent that payments in Section X are determined to be taxable income under the applicable provisions of the Internal Revenue Service of 1986, as amended ("Code"), the City shall reimburse the City Manager for the amount of any payment of Federal wage and income taxes, interest and penalties related thereto. At that time the City shall also pay the City Manager an additional amount that is sufficient to pay all the income and wage taxes on the additional amounts paid for the taxes, interest and penalties. The determination of any additional amount that must be paid under this section at any time shall be made in good faith by the independent auditors then employed by the City in consultation with the City Manager.

XI. VACATION/ANNUAL LEAVE

The City agrees that on February 1, 2017, the City Manager will be credited with one hundred twenty (120) hours of vacation leave, and shall thereafter accrue leave in accordance with the City's vacation accrual policy. As a condition of this Agreement, the City Manager shall, on an annual basis, utilize a minimum of two weeks accrued vacation time.

EXECUTED this the 14th day of December, 2016.

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

CITY OF DALLAS
A. C. GONZALEZ
City Manager

 BY 
Assistant City Attorney

BY 
~~Assistant~~ City Manager


T. C. BROADNAX

ADDENDUM ITEM # 24

KEY FOCUS AREA: E-Gov
AGENDA DATE: December 14, 2016
COUNCIL DISTRICT(S): All
DEPARTMENT: Mayor and City Council
CMO: A. C. Gonzalez, 670-3297
MAPSCO: N/A

SUBJECT

Consideration of appointment of T.C. Broadnax to the position of city manager, adoption of a resolution appointing T.C. Broadnax as city manager, approval of the terms of the Agreement of Employment reviewed by city council, and authorize the current city manager to execute an Agreement of Employment for the new city manager.

WHEREAS, the Dallas City Council desires to appoint T.C. Broadnax to the position of City Manager; and

WHEREAS, an Agreement of Employment for the services of T.C. Broadnax as City Manager has been negotiated; **Now, Therefore**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

Section 1. That T.C. Broadnax is hereby appointed City Manager of the City of Dallas, effective February 1, 2017.

Section 2. That following approval as to form by the City Attorney, the current City Manager is authorized to execute an Agreement of Employment with terms approved by the City Council between the City and T.C. Broadnax for his services as the new City Manager, commencing February 1, 2017, for an indefinite term.

Section 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

