EMPLOYMENT AGREEMENT

Introduction

This Agreement, by and between the Any City Economic Development Corporation, a Type A non-profit economic development corporation, (hereinafter called "ACEDCO" or "Employer") and John/Jane Doe, an individual (hereinafter called "Employee"), who has education, training and experience in economic development and management, agree as follows:

Section 1 – Term

A. This agreement shall be for three (3) years effective from January 7, 2022. or until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement. In the event that the Employee is terminated or retires from ACEDCO, as defined in Sections 9 and 11 of this agreement, the Employee shall be entitled to severance and/or retirement benefits as provided in Sections 10 and 11 of this agreement.

B. The Parties shall provide a six (6) month notice prior to the expiration of the initial term to commence negotiation of a successor term.

Section 2 – Duties and Authority

A. Employer agrees to employ Employee as President to perform the functions and duties of President of ACEDCO and to perform other legally permissible and proper duties and functions without interference.

B. Specifically, it shall be the duty of the Employee to manage on behalf of the Employer all other employees of the organization consistent with the policies of the Board of Directors.

C. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, state and federal law.

D. Employee shall perform the duties of President with reasonable care, diligence, skill and expertise.

E. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

F. Employee or designee shall attend, and shall be permitted to attend, all meetings of the ACEDCO Board of Directors, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The Board of Directors, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

L. Employee shall, within six (6) months of beginning employment, relocate his primary residence to within the corporate limits of the City of Any City, Texas.

Section 3 – Compensation

A. Base Salary: Employer agrees to pay Employee an annual base salary of $000,000.00 payable in installments at the same time that the other employees of the Employer are paid, and subject to the same applicable deductions for taxes and employee benefit contributions.

B. Consideration shall be given on at least an annual basis to an increase in compensation, with first consideration occurring on or about October 1, 2022, dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

C. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to all other employees, department heads or general employees of the Employer as provided by the Employer's policies or personnel rules and regulations or other practices.

Section 4 – Health, Disability and Life Insurance Benefits

A. Employee agrees to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee, his spouse, and his dependents, with coverage equal to that which is provided to all other employees of the Employer.

B. Basic life insurance coverage shall be provided at one times Employee's annual salary. Additionally, life insurance of one times Employee's annual salary through Texas Municipal Retirement System ("TMRS"). Employee may elect additional voluntary life and AD&D coverages at Employee's expense

Section 5 – Vacation and Sick Leave

A. Employee shall be entitled to three (3) weeks of vacation, accrued monthly at a rate of 6.67 hours per month until five (5) years of employment, thereafter ten (10) hours per month. Accrued balance may be used after six (6) months of employment. A maximum of eighty (80) hours of vacation time my roll over year to year.

B. Sick leave shall be accrued monthly at a rate of ten (10) hours per month and may be used after six (6) months of employment. There is no cap for roll over.

Section 6 – Automobile

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Six Hundred Dolllars ($600.00) per month for the purchase of a vehicle to be used for employment purposes. The Employee 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 7 – Employer Retirement Contributions

The Employer agrees to make all the appropriate contributions on the Employee's behalf into the Texas Municipal Retirement System (TMRS) at the same rate and manner as for other employees of employer. In addition to the Employer's payment to TMRS, Employer agrees to execute and keep in force all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

Section 8 – General Business Expenses

A. Employer agrees to budget and pay for professional dues, including but not limited to: subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel, training, and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and licensing, and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies.

E. Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in one local civic club or organization.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer and/or iPad, software and mobile phone for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer.

G. Employee acknowledges that each and every foregoing paragraph of this Section 8 is strictly subject to the approved annual budget of Employer. Expenditures allowed under this Section 8 shall be estimated and accounted for in said budget and approved by the Employer for the appropriate fiscal year.

Section 9 – Termination

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the ACEDCO Board of Directors votes to terminate the Employee at a properly posted and duly authorized public meeting.

2. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 19.

Section 10 – Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9, or if Employee retires from City, as described in Section 11.

A. Employer shall provide a minimum severance payment equal to six (6) month's salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing semi-monthly basis, at the Employee's option.

B. Employee shall also be compensated for all unused sick leave (up to 720 hours), accumulated vacation leave, and all paid holidays. Amount of sick leave and accumulated vacation shall be calculated as of the date of termination/resignation.

C. For a minimum period of six months following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

2. Life insurance as provided in Section 4B

D. If the Employee is terminated for cause, including but not limited to felony convictions, a crime of moral turpitude, or violation of Employer policies as outlined in Employer's employee handbook, which is hereby made part of this agreement by reference, the Employer is not obligated to pay severance under this section.

E. The foregoing paragraphs of this section notwithstanding, the termination and severance of Employee shall be in accordance with the "Separation Agreement" negotiated and agreed to by Employer and Employee.

Section 11 – Resignation and Retirement

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days notice unless Employer and Employee agree otherwise. If the resignation occurs prior to retirement, Employee shall only be entitled to accumulated vacation leave and unused paid holiday time.

If employee retires from the ACEDCO, eligibility of which is determined by TMRS, Employee shall be entitled to severance benefits contained in Section 10. Additionally, Employee shall have the option of purchasing health insurance coverage under ACEDCO's group health plan for Employee and Employee's spouse at a rate calculated as follows:

$14,000 X change in the CPI (DFW) from 1999 to the year of retirement.

Such purchase shall be made in one lump sum payment at a date coinciding with date of retirement. Such health insurance coverage shall expire at date Employee and Employee spouse become Medicare eligible.

Section 12 – Performance Evaluation

A. An initial evaluation shall be performed by the ACEDCO Board of Directors after six months of employment to ensure that the Employee and the Board of Directors are aligned in meeting the Board's desired vision.

B. Employer will evaluate/review the performance of Employee, subject to a process, form, criteria, and format which shall be mutually agreed upon by the Employee and the Board of Directors. ACEDCO will use its best efforts to complete reviews approximately thirty (30) days prior to each fiscal year end. The annual review of Employee's performance shall be in writing and shall be provided to Employee through the ACEDCO Board Chairman.

C. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the Board of directors and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

D. In the event the Employer determines that the evaluation instrument, format and/or procedure is to be modified by the Employer and that such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

Section 13 – Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14 – Ethical Commitments

Employee will at all times act ethically in the performance of his duties. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund- raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Section 15 – Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16 – Indemnification

To the extent allowed by Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or not perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as ACEDCO President or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses, damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee, excluding expense of separate counsel, throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 17 – Bonding

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

Section 18 – Non-Compete

In order to protect confidential information, relationships, and goodwill, Employee covenants and agrees that for a period of six months from and after the date of separation of Employee's employment, employee shall not, directly or indirectly, work in any capacity for a municipality, economic development corporation, county or chamber of commerce in SAME County or the immediately adjacent counties.

Section 19 – Other Terms and Conditions of Employment

Employer, only upon agreement with Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, local ordinances or any other law

Section 20 – Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, and addressed as follows:

(a) EMPLOYER: ACEDCO
100 Main Street
Any City, Texas 70000

(b) EMPLOYEE: John/Jane Doe
200 Dream Circle
Any City, Texas 70000

Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 21 – General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on January 7, 2022. .

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Any City Economic Development Corporation

By: ______________________________________

Board Chairman

Executed this the 1st day of September 2021.

Employee

Signature: ________________________________

John/Jane Doe

Executed this the 1st day of September, 2021..