

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into as of the Effective Date (as defined below) by and between the CITY OF CLARENDON, State of Texas, a General Law municipality, hereinafter called "City", and Brian Barboza, hereinafter called "Administrator", both of which parties hereto understand and agree as follows:

WITNESSETH:

WHEREAS, Clarendon desires to employ Brian Barboza as City Administrator of the City of Clarendon, as provided by Ordinance 272; and

WHEREAS, it is the desire of the Clarendon City Council to provide certain benefits, establish certain conditions of employment, and to set certain working conditions of said Administrator; and

WHEREAS, Brian Barboza desires to accept employment as Administrator of said City on the terms outlined herein;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to employ Brian Barboza as City Administrator of Clarendon to perform the functions and duties as specified in Ordinance 272, and to perform other duties and functions as the City Council may from time to time assign.

Section 2. Term

- A. Nothing in this agreement is intended, nor shall same be construed, to in any way create a limitation of term of Administrator's appointment as City Administrator for the City of Clarendon for less than an indefinite term, nor to otherwise abridge the authority of Administrator as Chief Administrative Officer of the City of Clarendon.
- B. Likewise, nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of the Administrator at any time, subject only to the provisions set forth in Section 7 of this agreement.
- C. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the Administrator to resign at any time from his position with

Clarendon, subject only to the provisions set forth in Section 7 of this agreement.

- D. Administrator agrees to remain in the exclusive employ of Clarendon as its City Administrator until September 30, 2027 and for any further periods for which this agreement may be extended, and neither to seek, accepts, nor to become employed by any other employer until said termination date, unless this agreement is earlier terminated as hereinafter provided. The term "exclusive employ" is not construed to include occasional teaching, writing, and lecturing by Administrator.

Section 3. Hours of Work

Administrator is an exempt employee expected to engage in those hours of work which are necessary to fulfill the obligations of the Administrator's position, and therefore does not have set hours of work and is available at all times.

Administrator acknowledges that the proper performance of duties as Chief Administrative Officer of the City will often require the performance of necessary services at other times and for more extended periods. Administrator agrees to devote such additional time as necessary to the full and proper performance of duties and that the compensation herein provided for includes compensation for the performance of all such services; however it is the desire of Clarendon that reasonable personal time off be permitted Administrator, such as is customary for all other employees, as long as such personal time does not interfere with the normal conduct of the Office of City Administrator.

Section 4. Compensation

The City agrees to pay Administrator for his services at the initial base salary of \$70,000.00 per year, payable in installments at the same time as other employees of the City; and additionally a City supplied vehicle and cellular phone.

The City agrees that Administrator will receive the same employee benefits as employees of the City, with regard to sick leave, vacation, retirement programs, insurance, holidays, and other leaves of absence.

The City agrees to conduct a performance review of Administrator at the end of twelve (12) months of employment with the City, and conduct annual performance reviews during the month of August. The City agrees to adjust base salary, and other benefits of Administrator in such amounts and to such an extent as the City Council may deem appropriate on the basis of the review, and at such other times the Council may also deem appropriate.

Section 5. Terms of Renewal and Extension

Subject to the provisions of Section 2. hereof, it is intended by the parties hereto that, unless same be sooner modified or terminated as herein authorized, the initial term of this Agreement shall be from the Effective Date and continuing through September 30, 2027. Commencing during the month of August, 2027 and on each successive August during the term of this Agreement, the Clarendon City Council shall review the employment of Administrator and this agreement generally and specifically for the purpose of determining extensions thereof for successive one (1) year periods. In the event the decision shall then be made to modify the annual salary of Administrator and/or extend the term hereof for a successive one (1) year period, same may be effected by attachment of an addendum hereto in the form of an Exhibit "A" indicating any salary modification and term extension signed by Administrator and the Mayor or Mayor Pro Tem of the City.

Section 6. Other Terms and Conditions of Employment

- A. The City Council shall fix any such terms and conditions of employment, as it may determine from time to time, relating to the performance of Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any other laws.
- B. All provisions of the Personnel Policy, Code, regulations and rules of Clarendon relating to vacation, sick leave, retirement, holidays, or other fringe benefits and working conditions as they now exist or hereinafter may be amended, shall also apply to Administrator as they would to other employees of Clarendon in addition to the other benefits enumerated specifically for the benefit of Administrator as herein provided.
- C. The provisions of this Employment Agreement may only be changed by written mutual consent of both the City and Administrator.

Section 7. Termination and Severance

In the event of involuntary separation within the first two (2) years of employment as City Administrator, Administrator shall be entitled to receive, as severance pay, a lump sum equal to five (5) month's aggregate salary at the then current salary of Administrator and to extend Administrator's health and life insurance for four (4) months; if termination occurs thereafter, Administrator shall be entitled to receive five (5) month's aggregate salary at the then current salary of Administrator and to extend Administrator's health and life insurance for six (6) months.

Involuntary separation, as used in this agreement, means (1) Administrator's discharge or dismissal by the City Council; (2) Administrator's resignation following a reduction in salary or other financial benefits of Administrator's in a greater percentage than any applicable across-the-board reduction of all other

City employees;(3) the refusal of the City, following a written notice, to comply with any provision of this agreement benefiting Administrator; or (4) Administrator's resignation following a formal suggestion from the City Council that the Administrator resign. In the event of the occurrences of items (2) or (3) enumerated above, Administrator may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply.

In the event that Administrator is terminated "for cause", Clarendon shall have no obligation to pay the cash severance payment or accrued pay designated in this section. The term "for cause" shall mean:

1. Any willful breach, disregard, or habitual neglect of duties requested of Administrator by the Clarendon City Council formally communicated to Administrator or required to be performed by Administrator hereunder or under the ordinances of the City of Clarendon and the laws of the United States and the State of Texas.
2. Any misconduct of the Administrator involving an act of moral turpitude or of illegality.
3. Any misapplication the Administrator of City funds entrusted to or administered by Administrator.

Before voluntarily resigning his position with the City, the Administrator agrees to give the City Council at least sixty (60) days prior notice in writing of his intention to resign, stating the reasons, unless both parties agree otherwise.

The Administrator shall be entitled to payment for accrued vacation leave on the actual date of separation from the City.

Section 8. Professional Development

The City hereby agrees to budget and pay for the travel and subsistence expenses of the Administrator for professional and official travel, meetings, and occasions, to continue the professional development of the Administrator. This would include official functions for the City, including but not limited to, the annual conferences of the Texas City Management Association (TCMA) and the Texas Municipal League (TML), and the meetings of such other state and local government groups and committees in which Administrator serves as a member or an officer, subject to City Council review and approval.

City agrees to budget and pay for the travel and subsistence expense of Administrator for short courses, institutes, and seminars that are necessary for professional development and for the good of Clarendon.

Section 9. Automobile

The Administrator's duties require that he shall have the exclusive and unrestricted use of an automobile. The City agrees to provide to the Administrator, during the term of this agreement and in addition to other salary and benefits herein provided a suitable automobile for Administrator's exclusive and unrestricted use in the performance of his duties hereunder.

Section 10. Employment-Related Expenses

Clarendon recognizes that certain expenses of a non-personal and generally job-related nature are incurred by Administrator, and hereby agrees to reimburse or to pay said general expenses, up to an amount not to exceed \$2,700.00 per year, and the finance director is hereby authorized to disburse such monies upon receipt of duly executed expense of petty cash vouchers, receipts, statements, or affidavits.

Section 11. Dues and Subscriptions

City agrees to budget and pay for professional dues and subscriptions necessary for Administrator's continuation and full participation in local and State professional organizations.

Section 12. Vacation

The Administrator shall be entitled to 10 days of vacation leave per year, which vacation leave shall be accrued and credited to his personal account on the same basis as for all other general employees of the City of Clarendon.

Section 13. Sick Leave and Disability Benefits

The Administrator shall accrue sick leave and disability benefits on the same basis as for all other employees of the City of Clarendon.

Section 14. Health Insurance

The City agrees to provide comprehensive medical insurance for the Administrator and to pay the premiums thereon, such benefits to be equal to that which is provided to all other City employees.

Section 15. Retirement

The City agrees to provide Administrator, to the full extent of his eligibility for same, retirement benefits under the Texas Municipal Retirement System (TMRS), same being the normal city retirement system presently in force.

Section 16. Bonding

The City shall bear the full cost of any fidelity bonds required of the Administrator under the law or ordinance.

Section 17. Indemnification

Clarendon shall indemnify Administrator against expenses (including attorney's fees) and amounts paid in settlement actually and reasonably incurred by him in connection with the defense of any civil, criminal, or administrative action, suit, or proceeding in which he is made a party of or with which he is threatened, by reason of being or because of any act as Administrator within the course and scope of his duties and employment hereunder if he acted in good faith and in a manner in which he reasonably believed to be in or not opposed to the best interest of Clarendon, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. Notwithstanding the foregoing, he shall not be entitled to indemnification regarding (i) Any matter in which he shall be adjudged to be liable for negligence or misconduct in the performance of his duties; or (ii) any matter in which he fails to notify Clarendon of a claim within a reasonable time or fails to cooperate in the defense of such claims, but only to the extent that the defense of such claim is prejudiced by his failure to give notice or to cooperate.

Section 18. Outside Employment and Investments

Administrator acknowledges, for and during the term of this agreement, that Administrator shall devote full time and effort to the performance of the duties required hereunder and shall not undertake, nor accept, any outside or other employment which would in any way limit Administrator's performance of his duties hereunder or his availability for performance of duties hereunder without prior consent of the Clarendon City Council. It is further understood and agreed that because of the duties of Administrator within and on behalf of the City of Clarendon and its citizenry, Administrator shall not, during the term of this agreement, individually, as a partner, joint venturer, officer, or shareholder, invest or participate in any business venture conducting business in the corporate City Limits of the City of Clarendon, except as to stock ownership in any company whose capital stock is publicly held and regularly traded, without the prior consent of the Clarendon City Council. For and during the term of this agreement, Administrator further agrees, except as to Administrator's personal residence or residential property acquired or held for future use as Administrator's personal residence, not to invest, without the prior approval of the Clarendon City Council, in any other real estate or real property improvements within the corporate City Limits of the City of Clarendon.

EXHIBIT "A"

ADDENDUM TO EMPLOYMENT AGREEMENT


The Employment Agreement ("Agreement") made and entered into by and between the City of Clarendon ("City") and Brian Barboza ("Administrator") is renewed and extended pursuant to Section 5 of the Agreement, subject to the following modifications:

1. The term is extended for _____ September 30, 2027 _____
2. Administrator's base salary is modified to \$70,000.00 effective immediately
3. Other modifications, if any.
 - Amend severance pay benefit lump sum from 180 days to 5 months salary

Approved by the City Council on _____ August 18, 2025 _____

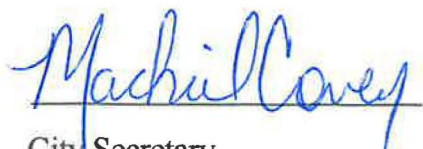


Mayor



Administrator

Attest:



City Secretary

Approved by the City Council on this 18st day of August 2025.

The City of Clarendon



Jacob Fangman, Mayor



Brian Barboza, City Administrator

Approved as to form:



Jim Shelton, City Attorney