



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		10-26-15			
Department:		City Manager			
Department Head		Bruce Glasscock			
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>					
<b>CAPTION</b>					
A Resolution of the City of Plano, Texas, approving the terms and conditions of a Fourth Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP					
FISCAL YEAR: <b>2015-16</b>		<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	0	0	<b>0</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	0	0	<b>0</b>
BALANCE		0	0	0	<b>0</b>
<b>FUND(S):    GENERAL FUND</b>					
<b>COMMENTS:</b> Funding for this item is included in the 2015-16 Budget.					
STRATEGIC PLAN GOAL: Approval of this item relates to the City's goal of Financially Strong City with Service Excellence.					
<b>SUMMARY OF ITEM</b>					
An amendment to City Manager's employment agreement.					
List of Supporting Documents: Fourth Amendment to Employment Agreement			Other Departments, Boards, Commissions or Agencies		

**A Resolution of the City of Plano, Texas, approving the terms and conditions of a Fourth Amendment to Employment Agreement by and between Bruce D. Glasscock and the City of Plano for City Manager services; authorizing its execution by the Mayor or his authorized designee; and providing an effective date.**

**WHEREAS**, City of Plano, Texas (“Employer”) and Bruce D. Glasscock (“Employee”) entered into an Employment Agreement on March 28, 2011, setting forth the expectations and benefits to be provided to Employee while he serves as the Plano City Manager, which Agreement was further amended as follows: “First Amendment Employment Agreement” on April 22, 2013, “Second Amendment Employment Agreement” on November 11, 2013, and “Third Amendment Employment Agreement” on March 17, 2015; and

**WHEREAS**, Employer and Employee desire to further amend the Employment Agreement to increase the salary and provide additional vacation leave benefits; and

**WHEREAS**, the City Council has been presented a proposed Fourth Amendment Employment Agreement between the City of Plano, Texas and Bruce D. Glasscock, a substantial copy of which is attached hereto as Exhibit “A” and incorporated herein by reference (hereinafter called “Fourth Amendment Employment Agreement”); and

**WHEREAS**, upon full review and consideration of the Fourth Amendment Employment Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the Fourth Amendment should be approved, and that the Mayor shall be authorized to execute it on behalf of the City of Plano.

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

**Section I.** The terms and conditions of the Fourth Amendment Employment Agreement, having been reviewed by the City Council of the City of Plano and found to be acceptable and in the best interests of the City of Plano and its citizens, are hereby in all things approved.

**Section II.** The Mayor or his authorized designee is hereby authorized to execute the Fourth Amendment Employment Agreement and all other documents in connection therewith on behalf of the City of Plano, substantially according to the terms and conditions set forth in the Fourth Amendment Employment Agreement.

**Section III.** This Resolution shall become effective immediately upon its passage.

**DULY PASSED AND APPROVED** this the 26th day of October, 2015.

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Harry LaRosiliere, MAYOR

ATTEST:

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Lisa C. Henderson, CITY SECRETARY

APPROVED AS TO FORM:

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Paige Mims, CITY ATTORNEY

## **Fourth Amendment to Employment Agreement**

This Fourth Amendment to the Employment Agreement is made and entered into this 27th day of October, 2015 by and between the City of Plano, a municipal corporation, (hereinafter called "Employer") and Bruce D. Glasscock (hereinafter called "Employee"), an individual, to set forth the obligations between the parties for the duties and benefits for Employee to serve as Plano City Manager, and the parties agree as follows:

### **Section 1: Purpose**

The purpose of this Agreement is to set forth the expectations and benefits to be provided the Employee while he serves as the Plano City Manager. The parties agree that this Agreement does not alter the at-will status of Employee as an employee of the City.

### **Section 2: Term**

A. The initial term of this Agreement was from February 18, 2011 through February 17, 2014.

B. At the end of the initial term, because the Employer had **not** provided notice to terminate under the terms of the Agreement, the Agreement began to renew annually for one (1) year term(s), which annual renewal shall continue unless the Agreement is terminated as provided herein.

C. The Employer must notify Employee in writing of its election to **not** renew the Agreement no later than November 18<sup>th</sup> of each year the Agreement is in effect; otherwise, the Agreement is extended for one additional year. Once the Employer elects to not renew, the Agreement is terminated on February 17<sup>th</sup> of the following year with no further obligations by either party including but not limited to the employment of Employee as City Manager or payment of any benefits, including the severance. Upon such termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

### **Section 3: Duties and Authority**

Employer agrees to appoint Employee as City Manager to perform all customary and usual functions and duties of the position of City Manager including but not limited to those specified by state law, City Charter, and any applicable city ordinances, resolutions and policies.

### **Section 4: Compensation**

Effective October 1, 2015, Employer agrees to pay Employee an annual base salary of Two Hundred and Eighty-Seven Thousand Eight Hundred and Eighty Five Dollars (\$287,885.00) in equal installments made at the same time that the other employees of the Employer are paid.

This Agreement shall be automatically amended to reflect any future salary adjustments that are provided by the Employer. Consideration shall be given on an annual basis to increase compensation.

**Section 5: Vacation Leave**

Employer to grant Employee additional vacation leave benefits as follows:

- A. Effective October 1, 2015, Employee will earn vacation leave at 18 hours per month.
- B. Employee will be allowed to accrue and carry over from year to year an unlimited amount of vacation hours.
- C. Upon separation of employment with the City employee will be paid for all accrued vacation.

**Section 6: Retirement**

The Employer agrees to pay its share of contributions to Employee's Texas Municipal Retirement System and Retirement Savings Plan benefits for Employee in accordance with the provisions of those plans.

**Section 7: General Business Expenses**

A. Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for his 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 for and to pay for travel 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, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget for and to pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employer's professional development 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. The Finance Director is authorized to disburse such moneys upon receipt of duly executed expense or petty vouchers, receipts, statements or personal affidavits.

E. The 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 local civic clubs organizations.

### **Section 8: Termination**

This Agreement may be terminated by: (1) a majority vote of the Plano City Council at a duly authorized public meeting, or (2) Employee giving ninety days' notice of his resignation to Employer and Employer accepting such resignation at a duly authorized public meeting. The Employer may reduce the notice period upon agreement of the Employee.

Upon termination, the Employee shall also be compensated for accrued sick leave and vacation time in accordance with the limitations for such payments under City policy.

### **Section 9: Vehicle**

Employer shall provide to Employee a vehicle for Employee's unrestricted use during the effective period of this Agreement. Employer shall be responsible for maintaining insurance on said vehicle as well as all costs relating to the use and operation of said vehicle.

### **Section 10: Severance**

Severance shall be paid only in the event that the Employee is terminated without cause, in which case the Employer shall provide a severance payment equal to one-half of Employee's annual base salary at the current rate of pay. The severance shall be paid in a lump sum within ten days of the effective date of the termination.

No severance is due if the Employee is terminated for cause.

No severance is due if Employer elects not to renew the Agreement in accordance with the provisions of Section 2(C) or if Employee resigns.

### **Section 11: Performance Evaluation**

Employer shall annually review the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

### **Section 12: 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.

### **Section 13: Outside Activities**

The employment provided for by this Agreement shall be the Employee's sole employment unless otherwise approved by the City Council.

**Section 14: Bonding**

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

**Section 15: Other Terms and Conditions of Employment**

The Employer 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 that are not inconsistent with this Agreement.

**Section 16: 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. This Agreement supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the same. The parties by mutual written agreement may amend any provision of this Agreement during the life of the 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. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any 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 parties subsequent to the expungement or judicial modification of the invalid provision.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_  
Bruce D. Glasscock, CITY MANAGER