



# 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:		11/11/13		
Department:		City Manager		
Department Head		Bruce D. Glasscock		
Agenda Coordinator (include phone #): <b>Cindy Pierce, ext. 5161</b>				
<b>CAPTION</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second 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>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
		<b>TOTALS</b>		
Budget		0	0	0
Encumbered/Expended Amount		0	0	0
This Item		0	0	0
BALANCE		0	0	0
<b>FUND(S):    GENERAL FUND</b>				
<b>COMMENTS:</b> Funding for this item is included in the 2013-14 Budget.				
<b>STRATEGIC PLAN GOAL:</b> Approval of this item relates to the City's goal of Financially Strong City with Service Excellence.				
<b>SUMMARY OF ITEM</b>				
A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second 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.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Second Amendment to Employment Agreement				

**A Resolution of the City Council of the City of Plano, Texas, approving the terms and conditions of a Second 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 on April 22, 2013 “First Amendment Employment Agreement”; and

**WHEREAS**, Employer and Employee desire to amend the First Amendment Employment Agreement to increase the salary and deferred compensation amounts; and

**WHEREAS**, the City Council has been presented a proposed Second 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 “Second Amendment Employment Agreement”); and

**WHEREAS**, upon full review and consideration of the Second Amendment Employment Agreement, and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions of the Second 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 Second 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 Second 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 Second Amendment Employment Agreement.

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

**DULY PASSED AND APPROVED** this the 11<sup>th</sup> day of November, 2013.

\_\_\_\_\_  
Harry LaRosiliere, MAYOR

ATTEST:

\_\_\_\_\_  
Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
Diane C. Wetherbee, CITY ATTORNEY

## **Second Amendment Employment Agreement**

This Second Amendment to the Employment Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013 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 Mr. Glasscock 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 City Manager while he serves as the Plano City Manager, the parties agree that this Agreement does not alter the at will status of Bruce D. Glasscock as an employee of the City.

### **Section 2: Term**

A. The initial term of this Agreement shall be from February 18, 2011 through February 17, 2014 unless it is terminated earlier by Employee or Employer under Section 8. In the event of early termination and Employee is eligible for severance under Section 9, the applicable severance provision shall be paid.

B. If the Employer elects to **not** renew the Agreement, it shall notify the Employee in writing not later than November 18, 2013 and the Agreement shall terminate on February 17, 2014. Upon expiration, neither party shall have any further obligations under the Agreement including but not limited to the employment of Employee as City Manager or payment of any benefits, including severance. Upon termination, the Employee shall only be entitled to the customary benefits that are provided to other employees on termination pursuant to city policies.

C. At the end of the initial term and if the Employer has **not** provided notice to terminate, the Agreement shall renew annually for one (1) year term(s). Thereafter, 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 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 Bruce D. Glasscock 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, 2013, Employer agrees to pay Employee an annual base salary of Two Hundred and Thirty Eight Thousand Nine Hundred and Sixty Dollars (\$238,960.00), payable in installments at the same time that the other employees of the Employer are paid.

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

**Section 5: Retirement**

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

In addition to the plans referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] Section 457 deferred compensation plan for Employee's continued participation in said plan. Effective January 1, 2014, Employer agrees to pay annually an amount equal to \$16,040.00 in equal proportionate amounts each pay period into said plan on Employee's behalf. Employee agrees he is solely responsible for insuring that as a result of the Employer's contribution, the total annual contribution by the Employer and the Employee does not exceed the maximum limits that may be contributed annually without incurring tax or other liability.

This Agreement shall be automatically amended to reflect any adjustments to the ICMA-RC contribution that is provided by the Employer.

**Section 6: 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 Employee'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 7: Termination**

This Agreement may be terminated by: a majority vote of the governing body at a duly authorized public meeting; or, by 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 8: Severance**

A. Severance shall be paid only under the following events:

(1) In the event the Employee is terminated without cause by the Employer during his first year of appointment and Employee is willing and able to perform his duties under this Agreement, Employer agrees to pay a severance payment equal to three months' salary excluding car allowance. This shall be paid in a lump sum within ten days following the effective date of termination. Employer shall also make a deferred compensation contribution for that period in an amount of Twenty Five Hundred Dollars (\$2500.00) to the ICMA-RC plan on Employee's behalf; or,

(2) If the Employee is terminated without cause at any time after the first year of his appointment, the Employer shall provide a severance payment equal to six months' salary at the current rate of pay, excluding car allowance, and Employer shall make a deferred compensation contribution of Five Thousand Dollars (\$5,000.00) to the ICMA-RC plan on Employee's behalf. The severance shall be paid in a lump sum within ten days of the effective date of the termination.

B. All lump sum payments will be net of any applicable and customary deductions for income tax, Medicare, etc.

C. If the Employee is terminated **for cause**, the Employer is not obligated to pay any severance under this section.

D. No severance is due if the Employer elects to not renew the Agreement at the end of the initial or any renewal under Section 2: Term B or C, or if the Employee resigns.

**Section 9: 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 10: 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 11: Outside Activities**

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

**Section 12 Bonding**

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

**Section 13: 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 14: 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 parties are merged into and rendered null and void by this Agreement. The parties 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. 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 \_\_\_\_\_, 2013.

ATTEST:

\_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

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