

**EMPLOYMENT AGREEMENT for CHIEF of POLICE of the CITY of HAWK COVE
BETWEEN the CITY of HAWK COVE, TEXAS and RHONDA E. MCKEEHAN**

This Agreement entered into on the 24th day of April, 2023 by and between the City of Hawk Cove, Texas, a municipal corporation (the "City"), by unanimous vote of all five (5) voting members of the City of Hawk Cove City Council (the "Council"), and Rhonda E. Mckeehan ("Employee").

WITNESSETH:

WHEREAS the City desires to continue the services of Employee to hold the position and perform the duties of Chief of Police of the City of Hawk Cove ("Police Chief"); and

WHEREAS Employee is willing to continue and perform the duties of said position of Police Chief;

NOW, THEREFORE, for mutual consideration, the parties agree as follows:

1. COUNCIL ACTION REQUIREMENTS

1.1 All actions taken on, or relating to, this Agreement by or on behalf of the City by the Council shall be by unanimous vote of all five (5) voting members of the Council in Regular or Special Session.

2. DUTIES

2.1 Upon the Council's vote accepting this Agreement, this Agreement supersedes and replaces that "Employment Agreement for Chief of Police Between City of Hawk Cove, Texas and Rhonda E. Mckeehan" ("Employment Agreement") entered into as of the 10th day of April, 2017 by the Council's unanimous vote to accept that Employment Agreement on that date.

2.2 The City agrees to continue to employ Employee as Police Chief for the period from the date of this Agreement until the anniversary of this Agreement in the year 2033, to perform the legally permissible and proper duties and functions of Police Chief.

2.3 The legally permissible and proper duties and functions of Police Chief are guided by applicable City ordinances and resolutions; applicable provisions in the Texas Constitution; Texas Local Government Code; Texas Code of Criminal Procedure; Texas Administrative Code; and any and all applicable United States Constitution and validly enacted statutes, codes and laws. Employee agrees to act during her employment in accordance with these guidelines.

3. TERM

3.1 Employee agrees to remain Police Chief during the term of this Agreement and any extensions of this Agreement. Employee may accept other additional or other employment or become employed by any other employer, so long as the same does not conflict with Employee's duties, obligations and responsibilities under this Agreement, until and unless Employee's termination occurs under the provisions of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, consulting or off-duty security assignments performed on Employee's time off. Nothing in this paragraph shall limit, restrict or be construed to prevent Employee's work for or employment by the City as City Administrator or any other lawful position or employment within or by the City.

3.2 If this Agreement, by vote of the Council, will not be renewed upon its expiration, the City shall provide one hundred and eighty (180) days written notice by certified mail, return receipt requested, and the same will be effective only upon proof of receipt by Employee. If such advance notice is not given, then this Agreement and the Police Chief's term of appointment shall automatically renew for a six (6) year term to begin from and after the anniversary of this Agreement in the year 2033.

3.3 "Employment Year" throughout this Agreement shall be from the date, or the applicable anniversary, of this Agreement in any given year to the next anniversary of this Agreement in the following year.

4. HOURS OF WORK

4.1 Employee's weekly hours of employment shall consist of such time as is reasonable and necessary for Employee to conduct the business and properly respond to the demands of the position, including police emergencies, meetings, and other activities at which Employee's attendance is required and/or would support or otherwise be beneficial to the orderly conduct of the City's business and operations.

5. SALARY

5.1 Employee's position with the City shall be salaried and, as such, Employee shall be an exempt executive employee for the purposes of the Federal Fair Labor Standards Act, 20 U.S.C. Section 201, et seq.

5.2 The City agrees to pay Employee for Employee's services at a monthly salary amount of not more than One thousand, four hundred seventy Dollars and No/100 (\$1,470.00) commencing on the date of this Agreement. Employee's salary is payable in installments at the same time, on the same bases and in the same manner as other City employees are paid.

5.3 Commencing on the date the Council accepts this Agreement, Employee may, annually on or before the anniversary of this Agreement, request that the Council

reopen this Agreement solely for the purpose of discussion of this Section 5. Salary, and such reopening shall be in the sole and absolute discretion of Employee.

6. VACATION, SICK AND/OR OTHER LEAVE TIME

6.1 The parties recognize that Employee may have accrued vacation time. This Agreement does not terminate or invalidate any such time as accrued. Employee shall continue to receive vacation time credit as appropriate for each year of this Agreement. Employee shall be permitted to utilize, and take, any vacation time accrued under this Agreement at Employee's sole discretion.

6.2 Beginning with the year that this Agreement commences as dated herein, Employee will accrue vacation, sick or other leave time in accordance with and/or pursuant to the City's accepted practices for other City employees every year, plus an additional 1 day for each year of service from the first date Employee began any employment with the City.

6.3 Upon resignation, retirement or termination, any and all unused and/or previously accumulated vacation days shall be paid to Employee on the basis of Employee's final salary and shall be prorated for the portion of any year actually worked under this Agreement.

6.4 Employee shall be eligible for other applicable leave benefits in accordance with the City's past, present and/or future accepted practices for other City employees and/or as provided by or under Texas or Federal law.

7. HEALTH INSURANCE AND OTHER BENEFITS

7.1 Employee shall enjoy all retirement, insurance or any other benefits generally available to, and under the same terms and/or conditions, as full-time, non-union employees of the City, in accordance with the City's past, present and/or future accepted practices for other City employees and/or as provided by or under Texas or Federal law. The City agrees to pay for Legal Shield and/or other similar insurance coverage that has continuously been provided by the City for Employee prior to the execution of this Agreement.

8. EQUIPMENT ALLOWANCE

8.1 City and Employee understand and agree that the position of Police Chief requires the Police Chief to be on call 24 hours a day, 7 days a week. In recognition of the same, the City shall provide to Employee, and pay for all maintenance, repair, replacement and other expenses associated with: a police vehicle; mobile telephone; such other equipment that is reasonable and necessary to the position of Police Chief, and insurance thereon of Employee's choosing ("Equipment Allowance").

8.2 The City issues this Equipment Allowance and authorizes Employee's unrestricted use of the same, including in the reasonable and necessary scope of Employee's duties as Police Chief, as well as for Employee's personal, leisure and/or off-duty activities. In the event that Employee is unable to discharge the duties of Police Chief for a longer period than 180 continuous calendar days, Employee shall retain the unrestricted use this Equipment Allowance.

8.3 This Equipment Allowance is a business use and expense of the City, and therefore is tax-exempt to Employee.

9. GENERAL EXPENSES

9.1 The City recognizes that certain expenses of a non-personal and generally job-affiliated nature must be, have been and will be incurred by Employee, and City hereby agrees to reimburse Employee or directly to pay said general expenses according to accepted City practices.

10. PROFESSIONAL DEVELOPMENT

10.1 The City recognizes its obligation to encourage Employee's professional development and agrees that Employee shall be given adequate opportunity to develop, maintain and continue to develop, Employee's skills and abilities as a Police Chief. Accordingly, the City shall allow and pay for Employee to attend such courses and seminars during this Agreement, and without the Employee's loss of vacation or other leave under this Agreement.

10.2 The City agrees to pay for Employee's professional dues and subscriptions necessary for Employee's continuation and full participation in job-related and/or professionally required or recommended national, regional, state, and local associations and organizations.

11. PERFORMANCE EVALUATION

11.1 The Council may, no more than annually and no sooner than April 1 of each year of Employee's employment under this Agreement, evaluate Employee's performance in Executive Session with all five (5) voting Council members. Failure of the Council to evaluate Employee's performance shall in no way prejudice any of either, the City's or Employee's, other rights, including under this Agreement.

11.2 The Council's evaluation of Employee is limited to reviewing the job performance of the Police Chief; determining any remedies related to improving that job performance, including education and/or training; determining whether the Council should consider Council actions to further, promote, support and foster the position of Police Chief; and, to the extent possible, determining mutually-agreeable goals by and between the Council and the Police Chief.

11.3 Upon the Council's favorable evaluation of Employee in Executive Session in any year, the Council may, in an immediately subsequent Regular or Special Session, and by vote of the Council at the time of that session, extend this Agreement to a later expiration date. Such a vote to extend this Agreement will extend the most recent expiration date, as previously determined by either this Agreement, or by any extension vote of the Council occurring after the date of this Agreement.

12. INDEMNIFICATION

12.1 To the extent allowed by law, the City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Police Chief.

12.2 The City shall not be required to indemnify Employee for any claims arising out of conduct determined by a court of competent jurisdiction to be outside the scope of Employee's duties or to be the result of gross negligence or willful, criminal, or malicious misconduct.

12.3 The City shall obtain Employee's consent to settle any indemnified claim, and Employee shall not unreasonably withhold such consent. Upon receipt of Employee's written consent, the City may compromise and settle any claim or suit for which Employee is indemnified and shall pay the amount of any settlement or judgment rendered thereon.

12.4 The City shall not indemnify Employee for any costs associated with any claims or actions brought as a result of "just cause" as provided under Section 13 of this Agreement.

13. TERMINATION AND SEVERANCE

13.1 Nothing in this Agreement shall prevent, limit, or otherwise interfere with Employee's right to resign at any time from the position of Police Chief, subject only to the provisions set forth in this Agreement.

13.2 Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City to terminate Employee's services, subject only to the provisions set forth in this Agreement.

13.3 The Council may terminate Employee only as follows:

13.3.1 If the Council, and Employee, agree to such termination; or

13.3.2 The Council may terminate Employee for "just cause", shown and proven to Employee during the term of this Agreement. Such action/s by the Council may be taken only as follows:

13.3.2(a) "Just cause" is defined and determined for this Section 13 as Employee's conviction of any offense by a court of competent jurisdiction that requires Employee to lose Employee's Peace Officer License, for which conviction the appeal time has expired or the conviction otherwise is unappealable (i.e., because all appeal remedies have been exhausted);

13.3.2(b) Any such conviction must be preceded by notice of any hearing/s on the same to Employee in compliance and in accordance with, and adhering to, the Texas Rules of Criminal Procedure.

13.4 Any action to terminate Employee by the Council for "just cause" shall be preceded by the Council's notice to Employee of the Executive Session in which the Council will consider taking action/s for "just cause" against Employee.

13.5 The Council's notice of the "just cause" Executive Session to Employee shall be by certified mail, return receipt requested, and the same will be effective only on the date of proof of receipt by Employee. Such notice shall include a certified copy of any conviction on which the Council bases "just cause".

13.6 The Executive Session relating to "just cause" shall be held not less than ten (10) business days after Employee receives notice of the date of Executive Session and the certified copy of any conviction on which the Council bases "just cause".

13.7 Employee shall be accorded all rights provided by and under Texas Law for and at any Executive Session convened to consider "just cause" termination under this Section. Employee shall have the sole option of attending and/or requiring the City Attorney to be present at that Executive Session, and both, Employee and the City Attorney, shall be fully heard at that Executive Session.

13.8 If the Council terminates Employee for other than "just cause", before the expiration of this Agreement and any extensions hereunder, the Council agrees to pay Employee, in City's sole discretion, either:

13.8.1 a lump sum cash payment equal to 12 months' aggregate salary or the balance remaining on this Agreement, whichever is less, and the same shall be paid by City to Employee on or before 10 days following the Council's decision of termination; or,

13.8.2 payable in installments at the same time, on the same bases and in the same manner as City employees are paid, except that City, in Employee's sole discretion, shall make such payments to Employee in any manner that Employee designates in writing upon such termination, or as Employee may thereafter designate in writing from time to time.

13.9 The terms of Section 13.8 of this Agreement apply in the same manner and with equal force and effect if the Council votes to eliminate or disband the Police Department.

13.10 If the Council terminates Employee for "just cause", before the expiration of this Agreement and any extensions hereunder, the Council agrees to pay Employee a lump sum cash payment equal to 60 days' aggregate salary, and the same shall be paid by City to Employee on or before 3 days following the Council's decision of termination.

13.11 If Employee voluntarily resigns the position of Police Chief before the expiration of this Agreement or any extensions hereunder, then Employee shall give the Council at least thirty (30) days written notice in advance, unless the parties otherwise agree.

13.12 Upon termination under any process, or resignation, in this Section 13, the City shall provide Employee or Employee's designated representative with a complete copy of Employee's personnel file within three (3) days of any such termination or resignation. In addition, the City shall permit Employee or Employee's designated representative to remove all personal property and effects belonging to Employee from the City offices, City of Hawk cove Police Department, and/or all City and Police Department vehicles.

13.13 If Employee dies in the line of duty during the term of this Agreement, the employment relationship created by this Agreement will terminate, and Employee's salary shall continue to be paid, through the end of the Employment Year in which Employee's death occurs, to Employee's designated beneficiary or, if none is designated by Employee by Will or otherwise, or as is determined by Texas statutes relating to intestate succession, then to Employee's estate representative.

14. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

14.1 The Council, in consultation with Employee, shall fix any other and additional terms and conditions of employment as the parties may determine by agreement/s from time to time, including but not limited to, that which may relate to Employee's performance, provided such terms and conditions are not inconsistent with, or in conflict with, any provisions of this Agreement, or any other law.

15. NO REDUCTION OF BENEFITS

15.1 The City shall not at any time during the term of this Agreement reduce any portion of Employee's salary, compensation, or other financial benefits. This Agreement may be amended at any time by mutual consent and agreement of the parties, except as specifically provided in this Agreement and/or any written additional agreements or amendments entered into by agreement of the parties from time to time.

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16. NOTICES

16.1 Any and all notices required or permitted to be given under this Agreement will be sufficient if furnished in writing, sent by certified or registered mail, return receipt requested, to Employee's last known address, in the case of Employee; and to the City's address at 1585 Maria Street, Hawk Cove, TX 75474 (or such other official address for the City, should it change in the future), in the case of the City. No notice shall be effective without proof of receipt by the recipient, and no expiration times shall begin until the date shown on the proof of receipt, or a proof of receipt provided by the United States Postal Service.

17. GENERAL PROVISIONS

17.1 The text of this Agreement, and/or any written additional agreements or amendments entered into by agreement of the parties from time to time, shall constitute the entire agreement between the parties. If any provision, or portion thereof, contained in this Agreement and/or any written additional agreements or amendments entered into by agreement of the parties from time to time, is held by a court of competent jurisdiction to be unconstitutional, invalid, or unenforceable, then that provision or portion shall be deemed severable from this Agreement and/or any written additional agreements or amendments entered into by agreement of the parties from time to time, and the remainder of this Agreement and/or any written additional agreements or amendments entered into by agreement of the parties from time to time shall remain valid and enforceable, and in full force and effect.

17.2 This Agreement may be amended at any time only by mutual written consent of the parties, except as is otherwise provided herein.

17.3 Employee understands and agrees that all compensation and benefits provided under this Agreement are subject to appropriation by budget from year to year by the Council. The Council agrees that it shall fund the monetary provisions of this Agreement.

17.4 This Agreement supersedes all previous contracts and agreements which the parties hereto by their signatures declare are rendered null and void upon the effective date of this Agreement – exclusive of the initial employment agreements between the parties, which hereby remain intact and are held in abeyance in full. Should this Agreement fail, or be invalidated in whole or in part, the terms of the initial employment agreement between the parties at the time the Council initially hired Employee shall be effective through the 2033 anniversary of this Agreement.

IN WITNESS THEREOF, the City of Hawk Cove has caused this Agreement to be executed in its corporate name by its City Council, by and through the hands and signatures of its Mayor and Mayor Pro-Tem, and Rhonda E. Mckeehan has set her hand and signature, as of the day and year first written above.

RHONDA E. MCKEEHAN

Rhonda E. McKeehan
Rhonda E. McKeehan
Police Chief

CITY OF HAWK COVE

Darren Evans
Darren Evans
Mayor

Tiffany Taylor
Tiffany Taylor
Mayor Pro-Term

