

EMPLOYMENT AGREEMENT FOR EMPLOYMENT AS
CITY ADMINISTRATOR FOR THE CITY OF
CASTROVILLE

This Agreement, for Employment as City Administrator ("Agreement") is made and entered into by and between the City of Castroville, Texas, a municipal corporation ("City") and Randall Scott Dixon (the "Administrator") to establish and set the terms and conditions of the employment of Scott Dixon as the City Administrator of the City.

WITNESSETH:

WHEREAS, the City desires to employ the services of Randall Scott Dixon as City Administrator of the City of Castroville, Texas; and

WHEREAS, the City Council ("Council") of the City and the Administrator believe that employment agreements negotiated between city councils and City Administrators can be mutually beneficial to the City organization, the City Administrator, and the community they serve; and

WHEREAS, it is the desire of the City and Council to provide certain benefits, establish certain conditions of employment, and to set working conditions of the Administrator as provided in this Agreement; and

WHEREAS, the Council and the Administrator believe it is important to thoughtfully consider guidelines that will be consistent with both the letter and the spirit of State law, and to the extent applicable, the City's ordinances and personnel policies, that will uphold the principle of serving at the "will and pleasure of the City Council," that will clearly define and incorporate the benefits to the community and organization, and that will address the protection of the Administrator through provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions and appropriately funded within the City's budget; and

WHEREAS, Randall Scott Dixon desires to accept employment as City Administrator of said City of Castroville, Texas subject to the terms, conditions and provisions agreed to and set forth in this Agreement; and

WHEREAS, the original agreement took full force and effect on January 13, 2021 subject to Section 19.F. of the Agreement; and

WHEREAS, City Council conducted a performance evaluation on or about January 14, 2025 and authorized a renewal of the Agreement on February 25, 2025 as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants of Randall Scott Dixon accepting the position of City Administrator for the City and other good and valuable consideration, the City and the Administrator agree as follows:

Section 1. Duties; City Administration. The Council hereby employs Randall Scott Dixon as the chief administrator of the City to perform the duties and functions of City Administrator specified in the Castroville Code of Ordinances, state law, and as the Council shall, from time to time, assign to the Administrator consistent with the intent of this Agreement. All duties assigned to the Administrator by the Council shall be appropriate to and consistent with the professional role and responsibility of the City Administrator. The Administrator cannot be reassigned from the position of City Administrator to another position without the Administrator's express written consent.

The Administrator shall attend all meetings of the Council, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Administrator's Contract, or the Administrator's evaluation, or for purposes of resolving conflicts between individual Council members, or when the Council is acting in its capacity as a tribunal. In the event of illness or Council-approved absence, the Administrator's designee shall attend such meetings. Further, the Administrator shall provide recommendation(s) and/or information as to each of the items of business considered at each meeting as needed or requested by the Council.

The Council, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Council's attention either: (a) to the Administrator for study and/or appropriate action, and the Administrator shall refer such matter(s) to the appropriate City employee or shall investigate such matter(s) and shall within a reasonable time inform the Council of the results of such efforts; or, (b) to the appropriate complaint resolution procedure as established by City policies.

Section 2. Term of Agreement; At Will Employment. The term of this Agreement is for a period of three (3) years beginning on January 14, 2025 (the "Commencement Date") and ending on January 14, 2028.

The Administrator shall serve at the will and pleasure of the entire Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Council, or the City of Castroville, to terminate the services of the Administrator, subject to the terms of Section 14 of this Agreement.

Section 3. Salary. The City agrees to pay the Administrator an annual base salary, which salary shall initially be one hundred eighty six thousand six hundred dollars (\$186,600.00), payable in installments at the same time as other employees of the City are paid.

Section 4. Performance Evaluation.

A. The Council shall review and evaluate the performance of the Administrator at its own discretion and at least once annually. The evaluation format and procedure shall be in accordance with the City's policies and state and federal law. In the event that the Council determines that the performance of the Administrator is unsatisfactory in any respect, it shall describe in writing, in reasonable detail, specific instances of unsatisfactory performance. The evaluation shall include recommendations as to areas of improvement in all instances where the Council deems performance to be unsatisfactory. A copy of the written evaluation shall be delivered to the Administrator. The Administrator shall have the right to make a written response to the evaluation within thirty (30) days of receipt of the written evaluation from the Council. That response shall become a permanent attachment to the evaluation in the Administrator's personnel file. Within sixty (60) days of the delivery of the written evaluation to the Administrator, the Council shall meet with the Administrator to discuss the evaluation. The Council shall devote a portion of, or all of, one executive session annually to a discussion of the working relationship between the Administrator and the Council. In the event the Council deems that the evaluation instrument, format, and/or procedure is to be modified by the Council and such modifications would require new or different performance expectations, such modifications must be adopted with input from the Administrator and the Administrator shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated. The Council's evaluation and assessment of the Administrator shall be reasonably related to the duties of the Administrator as outlined in the Administrator's job description and shall be based on the City's progress towards accomplishing the City Goals (defined below). Unless the Administrator expressly requests otherwise in writing, the evaluation of the Administrator shall at all times be conducted in executive session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Council or the Administrator from sharing the content of the Administrator's evaluation with their respective legal counsel.

B. The Council and the Administrator shall annually define the goals and performance objectives which they determine necessary for the proper operation of the City and in the attainment of the Council's policy objectives, following which said goals and objectives shall be reduced to writing ("City Goals") and shall be among the criteria on which the Administrator's performance is reviewed and evaluated. The City Goals approved by the Council shall be specific, definitive and measurable, to the extent feasible. The Council agrees to work with and support the Administrator in achieving the City Goals.

C. Unless Council and the Administrator mutually agree otherwise, such annual review will be in the anniversary month of January, based upon the starting date under this Agreement.

D. Discussion regarding amendments to the Term of Agreement and Salary may be part of the Performance Evaluation.

Section 5. Disability, Retirement, Longevity Benefits and Cost of Living Increase.
The Administrator shall be covered and governed by the same disability and retirement system as are all other City employees. Retirement contributions shall be paid as

required by the retirement system's plan documents. The Administrator shall be entitled to longevity benefits and cost of living increases as all other City employees.

Section 6. Health and Other Insurance. The Administrator shall be covered by the same health, dental and vision plans as all other employees, or such plans that are available through the City and selected by the Administrator.

The City agrees to pay the premium for term life insurance for Administrator equal to his annual salary. The Administrator shall name the beneficiary and the policy will be portable. The City will cover the premium beginning January 2022 with continuation of payment throughout the contract term.

Section 7. Automobile. City Administrator duties require exclusive and unrestricted use of a vehicle. The City agrees to pay to the Administrator, during the term of this Agreement or any \$7,200.00 per year (\$600/month), payable monthly, as a vehicle allowance for travel within limits of Medina County. The Administrator shall maintain a vehicle during the term of this Agreement, which shall be available for the Administrator's exclusive and unrestricted use in the performance of his duties hereunder. The Administrator shall be responsible for maintaining at all times while this Agreement is in effect liability, property damage, and comprehensive insurance coverage upon said vehicle and shall be further responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.

The Council shall pay or reimburse the Administrator for reasonable expenses incurred by the Administrator in the continuing performance of the Administrator's duties under this Agreement. The City agrees to pay the actual and incidental costs incurred by the Administrator for travel outside of Medina County. Such actual or incidental costs may include, but are not limited to, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the City. The Administrator shall comply with all procedures and documentation requirements in accordance with City policies.

Section 8. Leave Benefits. All provisions of the City's policies, rules and regulations and applicable fringe benefits, leave, personnel issues and working conditions as they now exist or hereafter may be amended, shall apply to the Administrator as they apply to all other employees of the City, in addition to the benefits enumerated specifically in this Agreement for the benefit of the Administrator herein; provided that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to the Administrator in accordance with the City's regulations using the Commencement Date as an equivalent original employment date of January 13, 2021.

On the Commencement Date, the Administrator shall have credited to his personal leave balance ten (10) days of vacation leave and shall be eligible to accrue an additional (10) days of vacation during the first year of employment. Thereafter, the Administrator will accrue vacation at a rate sufficient to allow 160 hours of vacation accrual per year (6.15 hours per bi-weekly pay period.) Accrued but unused vacation days shall accumulate and

carry forward from year to year during the term of this Agreement. The Administrator may not accrue more than three-hundred twenty (320) hours of vacation leave.

Upon separation from the City any unused vacation time which was earned will be paid to the Administrator, not to exceed 320 hours, at Administrator's hourly rate of pay as of the payment date. The hourly rate shall be calculated by dividing the Administrator's annual salary in section 3 by 2,080.

Section 9. Dues and Subscriptions. The City agrees, at its discretion, to budget and to pay for the professional dues and subscriptions of the Administrator reasonably necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth and advancement, and for the good of the City.

Section 10. Professional Development. The City agrees, at its discretion, to budget and pay for the reasonable travel and subsistence for professional and official travel, meetings and occasions adequate to continue the professional development of the Administrator and to adequately pursue necessary official and other functions for the Administrator. The City further agrees to budget for and pay for the travel and subsistence expenses for the Administrator for short courses, institutes and seminars that are necessary for his professional development and for the good of the City and as reasonably necessary and within budget limitations. The City reserves the right to limit such attendance in the event of budget limitations or other priorities it identifies if in the best interests of the City.

Section 11. Relocation Allowance; Permanent Residency. In connection with the necessary relocation of the Administrator and the Administrator's family to the City of Castroville, the City shall pay the Administrator the sum of Ten Thousand and No/100 Dollars (\$10,000.00). The moving and relocation expense allowance is paid in lieu of any other compensation or reimbursement for the cost and expense of moving the Administrator's family and belongings. If the Administrator separates prior to completing twelve (12) months of employment, he shall be responsible for repayment of the full Relocation Assistance amount. If the Administrator separates prior to the completing twenty-four (24) months of employment, he shall be responsible for repayment of 50% of the Relocation Assistance amount.

The Administrator shall make every effort to establish a residence in Castroville within ninety (90) days of the Commencement Date. In the event the Administrator is unable to establish residence within the City of Castroville, the Administrator will establish residence allowing for a response time of ten (10) minutes or less in the event of a city emergency.

Section 12. Insurance. The City is a member of the Texas Municipal League Intergovernmental Risk Pool and agrees to maintain such existing insurance coverage or equivalent for the purpose of insurance coverage for City officials acting within the scope of their employment with the City. Nothing in this section shall be construed as limiting the City's authority to reduce the insurance coverage of all City Officials equally based on budgetary or other reasonable considerations.

Section 13. Hours of Work. The Council recognizes that the Administrator is expected to engage in the hours of work that are necessary to fulfill the obligations of the Administrator position, that he must be available at all times and must devote a great deal of time outside the normal office hours to the business of the City. The Administrator acknowledges that proper performance of the duties of this position allow for normal business hours to generally be observed, but that it will also often require performance of necessary services outside of normal business hours.

The Administrator agrees to devote such additional time as is necessary for the full and proper performance of his duties and that the compensation herein provided includes compensation for the performance of all such services.

However, the City intends that reasonable time off be permitted, such as is customary for exempt employees so long as the time off does not interfere with the normal job responsibilities of the City Administrator.

Section 14. Termination and Resignation. The parties agree the Administrator serves at the will and pleasure of the entire Council and the Council, on a supermajority vote of the entire Council, may terminate this Agreement and the Administrator's employment with the City of Castroville subject to the terms and conditions of this Section 14.

A. Termination Without Cause. If the Administrator is terminated without cause after the execution of this agreement and the Administrator is then willing and able to perform all of the duties of the City Administrator under this Agreement, then, in that event, the City shall pay to the Administrator a lump sum cash payment equal to twelve (12) months base salary; earned and accrued benefits paid in accordance with the personnel policies. Payment will be made within fifteen business days of written notice of Termination without cause. In addition to the lump sum cash payment, the City shall provide health coverage for the Administrator in accordance with Section 6 above for a period of six additional consecutive months following the termination of employment or until the Administrator obtains full-time employment, whichever occurs first. Dependent coverage is not included and any extension thereof would be the sole responsibility of the Administrator.

B. Termination for Cause. In the event the Administrator's employment is terminated for cause by the Council at any time after this Agreement is executed, the City shall have no obligation to pay any severance or other benefit payments. "For cause" shall mean termination upon: (i) the breach of Section 16 of this Agreement by the Administrator; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception or any conviction thereof; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of the Administrator in the performance or non-performance of his duties; (iv) or violations of the City's personnel policies.

C. Suspensions. City may suspend the Administrator pursuant to this paragraph C only. Any suspension of the Administrator inconsistent with the terms of this paragraph C shall be considered a termination within the meaning and context of paragraph A above.

Upon the presentment of a written complaint to the Administrator by the City Council alleging (i) the breach of Section 16 of this Agreement by the Administrator; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception or conviction thereof; (iii) misfeasance, malfeasance, or gross negligence of the Administrator in the performance or non-performance of his duties; (iv) or violations of the City's personnel policies, then the City Council may, but is not obligated to, suspend the Administrator with pay for purposes of investigating the allegations presented.

City Council may suspend the Administrator with or without pay upon a finding of (i) the breach of Section 16 of this Agreement by the Administrator; (ii) embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception or conviction thereof; (iii) misfeasance, malfeasance, or gross negligence of the Administrator in the performance or non-performance of his duties; or (iv) violations of the City's personnel policies.

D. Voluntary Resignation. If the Administrator terminates this Agreement by voluntary resignation of the position of City Administrator, the Administrator shall give the City Council no less than 30 days' notice in writing in advance unless the Council agrees otherwise. In the event the Administrator voluntarily resigns the position of City Administrator, the City shall have no obligation to pay the Administrator any amount provided for under this Section 14.

E. Reduction of Salary and Benefits. In the event Council at any time during the term of this Agreement reduces the salary, compensation, or other financial benefits of the Administrator in a greater percentage than an applicable across the board reduction of all other employees of the City, or the Administrator resigns following a formal request for his resignation by the Council during a City Council meeting, then, in that event, the Administrator may, at his option, be deemed to be "terminated without cause" at the date of such reduction or upon the request for resignation within the meaning and context of Section 14.A. herein.

Section 15. Cellular Phone. The City shall provide the Administrator with a mobile telephone allowance in the sum of One Hundred and No/100 Dollars (\$100.00) per month. The Administrator shall maintain a personal account for mobile telephone service and shall not open an account in the name of the City. The Administrator shall have total responsibility for payment of such personal account and the City shall have no obligation or responsibility related to said mobile telephone account other than the monthly payment to the Administrator of the mobile telephone allowance stated herein. The Administrator understands that information stored in his cell phone or computer is subject to public disclosure if such information is related to the public business of the City or to his duties

as Administrator. Notwithstanding the location of personal data on the cell phone or computer, the parties agree that any personal or private information of the Administrator contained on the cell phone, computer or other devices containing such data or information shall be deemed private and the Administrator's sole property; provided it shall be the responsibility of the Administrator to assert, and to bear any costs of asserting, privacy or other confidentiality privileges or rights as to any such data or information.

Section 16. Conflict of Interest. As the City Administrator is the chief administrator of the City, the Administrator agrees not to violate any applicable state or local conflict of interest and anti-nepotism laws, ordinances or policies.

During the Term(s) of this Agreement, the Administrator shall not, either individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business in the corporate limits or the extraterritorial jurisdiction of the City, except for stock ownership in a company whose capital stock is publicly held and regularly traded on any stock exchange, without the prior written approval of the Council. For and during the Term of the Agreement, the Administrator shall, except for a personal residence or residential property acquired or held for future use as the Administrator's personal residence, not invest in any other real estate or property improvements within the City, without the prior written consent of the Council.

Section 17. Appropriations. The Council has appropriated, and does hereby appropriate, available and unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City pursuant to this Agreement, including, but not limited to, the severance pay, salary and benefits set forth and described herein.

Section 18. Notices. Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) EMPLOYER: Honorable Mayor
City of Castroville
1209 Fiorella Street
Castroville, TX 78009

(2) EMPLOYEE: Randall Scott Dixon
901 Berlin St.
Castroville, TX 78009

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service or a commercial carrier.

Section 19. General Provisions.

A. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

B. Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. This Agreement is performable in Medina County, Texas, and venue shall lie exclusively in Medina County, Texas.

C. Severability. In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

D. Entire Agreement. This Agreement incorporates all the agreements, covenants and understandings between the City and the Administrator concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in this Agreement.

E. Amendment. This Agreement shall not be modified or amended except by approval of a majority of the entire Council and executed written instrument by the Administrator and the Mayor of Castroville.

F. Effective Date. This Agreement shall be and become in full force and effect as of the date above first written upon the adoption and approval of the Council, and the execution and delivery hereof by the authorized officer of the City and the Administrator.

G. Counterparts. This Agreement may be executed in duplicate original counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one in the same instrument.

IN WITNESS WHEREOF, the date this Agreement is made between the two parties, the Administrator and the City, as of the date first written above.

[SIGNATURE PAGE FOLLOWS]



Darrin Schroeder, Mayor

May 06, 2025
Date

ATTEST:



Debra Howe

Debra Howe
City Secretary



Randall Scott Dixon

May 06, 2025
Date