

ORDINANCE NO. 20-2189

AN ORDINANCE OF THE CITY OF DENTON APPROVING A THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT FOR CITY ATTORNEY AARON LEAL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 10, 2017, the City Council approved an Employment Agreement ("Agreement") with Aaron Leal as the City Attorney of the City of Denton by Ordinance No. 17-293; and

WHEREAS, on November 27, 2018, the City Council adopted Ordinance No. 18-2038, which amended the Agreement to provide for a salary increase and an extension of the term of the Agreement for an additional one year period, to October 11, 2020; and

WHEREAS, on November 5, 2019, the City Council adopted Ordinance No. 19-2625, subsequently corrected by Ordinance No. 19-2828, which ordinance amended the Agreement to provide for a salary increase and an extension of the term of said agreement for an additional one year period to October 11, 2021; and

WHEREAS, the City Council has completed its 2020 performance review for City Attorney Aaron Leal, and desires to approve additional vacation leave, increase the severance pay provision of the Agreement, and extend the Agreement for an additional year, to October 11, 2022; and

WHEREAS, the City Council finds that approval of the amendment to the Agreement, which is attached hereto as Exhibit 1 and incorporated by reference, is in the best interest of the City of Denton; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals and findings contained in the preamble of this ordinance are incorporated into the body of this ordinance.

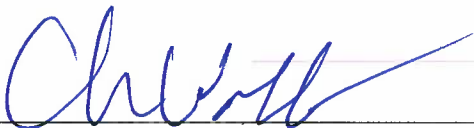
SECTION 2. The City Council hereby approves the Amendment to City Attorney Aaron Leal's Employment Agreement, attached hereto as Exhibit 1 and incorporated herein by reference, and authorizes the Mayor to execute the Amendment.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this ordinance was made by Gerard Hudspeth and seconded by Jesse Davis. The ordinance was passed and approved by the following vote [4 - 3]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Gerard Hudspeth, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Keely G. Briggs, District 2:	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Jessie Davis District 3:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
John Ryan, District 4:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Deb Armintor, At Large Place 5:	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u> </u>	<u>✓</u>	<u> </u>	<u> </u>

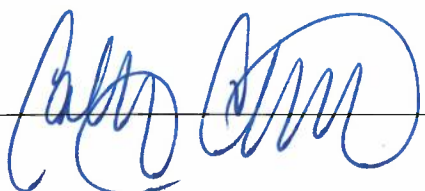
PASSED AND APPROVED this the 27th day of October, 2020


CHRIS WATTS, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

BY: 

APPROVED AS TO LEGAL FORM:
AARON LEAL, CITY ATTORNEY

BY: 



STATE OF TEXAS §

COUNTY OF DENTON §

THIRD AMENDMENT TO CITY ATTORNEY'S EMPLOYMENT AGREEMENT

This Third Amendment to Employment Agreement (this "Third Amendment") is made and entered into this 27th day of October, 2020 by and between the City of Denton, Texas, a Texas municipal corporation (the "Employer") and Aaron Leal (the "Employee"), with the Employer and the Employee sometimes being referenced collectively in this Agreement as the "Parties."

WHEREAS, on October 10, 2017, the City Council adopted Ordinance No. 17-093, which ordinance approved the Employee's Employment Agreement ("Employment Agreement") which is attached as Exhibit "A"; and

WHEREAS, on November 27, 2018, the City Council adopted Ordinance No. 18-2038, which ordinance amended the Employment Agreement to provide for a salary increase and an extension of the term of said agreement for an additional one (1) year period to October 11, 2020; and

WHEREAS, on November 5, 2019, the City Council adopted Ordinance No. 19-2625, subsequently corrected by Ordinance No. 19-2828, which ordinance amended the Employment Agreement to provide for a salary increase and an extension of the term of said agreement for an additional one (1) year period to October 11, 2021; and

WHEREAS, it is the desire of the Employer to amend the Employment Agreement dated the 10th day of October 2017, as amended, to provide for an additional week of vacation leave, increasing severance pay to twelve months, and providing an extension of the term of said agreement to October 11, 2022, for an additional one (1) year period; and

WHEREAS, the Employee also desires to amend his Employment Agreement to provide for an additional one (1) year period so as to continue employment as the City Attorney of the City of Denton, which is a City Council appointed position; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the Parties agree to amend the October 10, 2017 Employment Agreement as follows:

1. Section 1 of the Employment Agreement which defines "Initial Term" is deleted in its entirety and replaced with the following:

Initial Term means the five-year period beginning on the Commencement Date and ending on October 11, 2022, during which this Agreement shall be in full force and effect if not earlier terminated in accordance with the provisions of this Agreement.

2. Section 3A of the Employment Agreement is deleted in its entirety and replaced with the following:

The Initial Term of this Agreement is five (5) years beginning on the Commencement Date of October 12, 2017 and ending on October 11, 2022.

3. Section 5.A. of the Employment Agreement is deleted in its entirety and replaced with the following:

SECTION 5. SEPARATION AND SEVERANCE PAY

- A. Upon Involuntary Separation occurring during any term of the Agreement, the Employee shall be entitled to a lump sum severance payment in an amount not to exceed twelve (12) month's base salary and only those benefits paid other non-civil service employees upon termination pursuant to policy in effect at the time of separation. At the option of the Employee, Employee may take administrative leave with pay for twelve months during which time Employee will continue to enjoy City employment benefits in which he is already enrolled but will not accrue additional vacation or sick leave. Such severance payment shall be the sole remedy of Employee and acceptance shall constitute a waiver of existing claims Employee may have which may arise by virtue of employment with or resignation or removal from the City, including, without limitation, any claims against the City, its officers and employees, agents, affiliates and subsidiaries including, but not limited to, breach of contract, tort, First and Fourteenth Amendment to the U.S. Constitution, 42 U.S.C. Section 1983, and any and all other claims which might arise under local, state, or federal fair employment practices or employment benefit laws, workers' compensation law, rights and claims arising under the Age Discrimination in Employment Act, Texas Payday & Whistleblower Laws, Title VII of the Civil Rights Act, the Americans with Disabilities Act, and the Texas Commission on Human Rights Act.

4. Section 15.B. of the Employment Agreement is deleted in its entirety and replaced with the following:

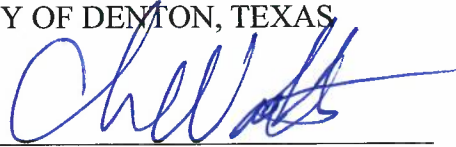
SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT

- B. All provisions of the City Charter and City Code, and regulations and rules of the Employer relating to vacation and sick leave, retirement and pension system contributions, holiday, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the Employer in addition to said benefits enumerated specifically for the benefit of Employee, except that Employee will receive an additional week of paid vacation effective November 1, 2020.
5. Except as expressly amended hereby, the Employment Agreement shall remain valid and subsisting as originally provided, and the Employer and the Employee hereby ratify and confirm the Employment Agreement, as amended hereby.

IN WITNESS WHEREOF, the Mayor as duly authorized by the Council and on behalf of the City of Denton, has signed and executed this Third Amendment to the City Attorney's Employment

Agreement and the Employee has signed and executed this Third Amendment to the City Attorney's Employment Agreement and, both in duplicate, the day and year first above written.

CITY OF DENTON, TEXAS



CHRIS WATTS, MAYOR

ATTEST:



ROSA RIOS, CITY SECRETARY



APPROVED AND ACCEPTED



AARON LEAL
CITY ATTORNEY