

**AGREEMENT FOR PROFESSIONAL SERVICES AND  
EMPLOYMENT AS CITY MANAGER**

This Agreement for Professional Services and Employment as City Manager (this "Agreement"), by and between the CITY OF EAGLE PASS, TEXAS, a home-rule municipal corporation acting by and through its City Council (the "CITY"), and HOMERO BALDERAS, an individual ("BALDERAS or City Manager"), to establish and set forth the terms and conditions of this employment as City Manager.

**WITNESSETH:**

WHEREAS, the CITY, acting by and through its City Council and BALDERAS believe employment agreements negotiated between municipal governments and City managers can be mutually beneficial to the municipal organization, city manager, and the community they serve; and

WHEREAS, the CITY and BALDERAS believe employment agreements can strengthen the Council-Manager form of government in the CITY by promoting excellence and continuity in the administration of CITY affairs for the benefit of its citizens; and

WHEREAS, the City desires to secure and retain the services of BALDERAS as the City Manager by providing inducements for BALDERAS to accept and remain in such employment as City Manager through contractual provisions that are reasonable in nature and scope when compared to professional practices and local/regional market conditions; and

WHEREAS, except as otherwise specifically provided herein, BALDERAS shall have and be eligible for the same benefits as are provided to all non-Civil Service employees of the CITY; and

WHEREAS, BALDERAS has agreed to accept employment as the City Manager of the CITY, subject to and on the terms, conditions, and provisions agreed to and set forth in this Agreement, the City Charter, and the City's personnel policies.

NOW, THEREFORE, in consideration of BALDERAS accepting employment with the CITY, and for other good and valuable consideration, including the mutual covenant herein contained, the CITY and BALDERAS hereby contract, covenant, and agree as follows:

**SECTION 1. APPOINTMENT AND DUTIES.**

The City Council, on behalf of the City, appointed Homero Balderas as City Manager of the City of Eagle Pass, Texas on February 6, 2024, to perform the functions and duties of that position as specified in the in Section 7-1 of Article VII of the Home Rule Charter of

the City of Eagle Pass, Texas, and as the CITY, and to perform other legally permissible duties and functions as the Council shall reasonably assign.

## **SECTION 2. TERM.**

BALDERAS is appointed for a three (3) year period. In the event City Council decide to terminate this agreement before it's term completion without cause, Mr. Homero Balderas will be provided the opportunity to step down from the City Manager position to serve as Assistant City Manager and/or Department Director wherever his services may be beneficial to the City, if such a position is available and at City Council's discretion. In the event of a demotion or change in position, BALDERAS salary would be adjusted to that of his new position. Mr. Homero Balderas may willfully request from City Council to be allowed to step down to one of the positions mentioned above during the term of this agreement in the best interest of the City. This agreement shall be and remain in full force and effect as of the effective date until terminated by BALDERAS or the CITY as provided for in Section 7 of this Agreement ("the Term").

**BALDERAS shall at all times remain an at-will employee of the CITY "serving at the pleasure of the City Council" and nothing herein shall be construed as granting BALDERAS vested rights in any benefit or condition of employment that will continue past his employment with the CITY.**

## **SECTION 3. COMPENSATION & BENEFITS.**

- A. **Compensation.** CITY agrees to pay BALDERAS an annual base salary, which salary shall initially be (ONE-HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS) \$175,000.00, less standard payroll deductions, payable in installments at the same time as other employees of the CITY are paid with an effective start date on the date of execution of this agreement. BALDERAS is to receive fringe benefits available to City Employees including but not limited to: gym stipend and wellness days.

The CITY further agrees to evaluate BALDERAS, upon one hundred and eighty (180) days of assuming the duties of City Manager, BALDERAS will be receiving an informal evaluation and on an annual basis a formal evaluation with consideration of salary modifications based on BALDERAS's annual performance evaluation. Provided, however, BALDERAS will not receive a salary increase if other City employees do not receive a salary increase. Furthermore, all salary decisions and/or adjustments regarding BALDERAS are to be set only a majority vote of the City Council.

- B. **Disability and Retirement Benefits.** BALDERAS shall be covered and governed by the same retirement system as are all other City employees. Retirement contributions shall be paid as required by the retirement system's plan documents.

10/20/2019 10:00 AM  
10/20/2019 10:00 AM

If BALDERAS retires pursuant to a qualified retirement plan or is permanently disabled during his employment with the CITY, BALDERAS shall be compensated for all sick leave, vacation leave, holidays, and other benefits then accrued or credited to BALDERAS, and, at BALDERAS's option, shall be permitted to continue to participate in the City's health insurance plan on the same basis as other retirees from the City are permitted to do so, or is such other retirees are not permitted to do so, at BALDERAS's own cost.

**C. Health Insurance.** While employed at the CITY, BALDERAS shall be covered by the same health plans current provided to all other CITY employees, or such plans that are available through the CITY and selected by BALDERAS at the expense of the CITY under the same terms and conditions related to coverage, renewal, expiration of the benefits and all other conditions related to coverage. *City Manager agrees and acknowledges that following his employment with the City, all health insurance benefits received through the City of EAGLE PASS shall cease on the last day of the month following 30 days from the date of separation.*

BALDERAS will be eligible to participate in dental and vision plans on the same terms as provided to all CITY employees.

**D. Life Insurance.** If applicable, while employed at the CITY, BALDERAS shall be provided the same type of life insurance coverage as provided to all other CITY employees. The multiple type of policy, and policy terms will be pursuant to the same policies and conditions as are available to other employees of the CITY. BALDERAS shall designate the beneficiary of such policy. The benefits provided under this section will lapse immediately upon BALDERAS's separation of employment with the CITY.

**E. Vehicle Allowance.** The City agrees to pay Balderas, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$500 per month, payable monthly, as a vehicle allowance to be paid by the City on a monthly basis. The fringe benefits are subject to change by a majority vote of the City Council.

**F. Cell Phone Allowance.** The CITY agrees to pay BALDERAS, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$100.00 per month, payable monthly, as a cellular telephone allowance to be paid by the City on a monthly basis. The fringe benefits are subject to change by a majority vote of the City Council.

**G. Business Expenses.** Certain expenses of a non-personal and job-related nature will necessarily be incurred by BALDERAS in the performance of his duties as City Manager. The CITY will pay or reimburse such necessary business expenses, and the Finance Director is authorized to disburse such monies upon receipt of duly executed expenses or

petty cash vouchers, receipts, statements, or personal affidavits. The CITY will also pay the full cost of any bond, if any is required by the CITY to be made by BALDERAS.

**H. Leave Benefits.** All provision of the rules and regulations of the CITY applicable to fringe benefits, sick leave and working conditions as they now exist or hereafter may be amended, shall also apply to BALDERAS as they apply to all other employees of the CITY, in addition to the benefits enumerated specifically for the benefit of BALDERAS herein; provided, however, that vacation, sick leave, and all other benefits which vary according to tenure shall be calculated and granted to BALDERAS in accordance with the CITY's regulations using an equivalent at the rate the benefits were earned during his time of employment with the CITY.

BALDERAS may retain and carry forward vacation, as applicable to all other CITY employees, and shall be entitled to five days of paid leave each calendar year for teaching, speaking, and writing related to the profession of municipal administration for the purpose of promoting the CITY. BALDERAS can opt to have any unused vacation at the end of the calendar year be paid in lieu of use. BALDERAS must make the election to the City Council prior to the last-scheduled meeting of the City Council in the calendar year.

**I. Retirement.** City shall provide City Manager with the same retirement benefits provided to non-civil service city employee. City Manager shall thus participate in the Texas Municipal Retirement System (TMRS) to the extent provided for in the Texas Municipal Retirement System Act, Texas Government Code, Subtitle G. Texas Municipal Retirement System, Chapter 851, as amended.

#### **SECTION 4. PROFESSIONAL AND CIVIC DEVELOPMENT.**

The City will budget and pay for travel and subsistence expenses of the City Manager for professional and official travel meetings and occasions adequate to continue the professional development of the City Manager and to adequately pursue necessary official functions for the City including but not limited to the ICMA Annual Conference, the state league of municipalities and such other national, state and local government group and committees thereof which he serves as a member. The CITY will budget and pay for travel and subsistence expenses of the City Manager for courses, institutes and seminars that are necessary for his professional development and for the benefit of the City. The City will budget and for the professional dues and subscriptions of the City Manager that are necessary for his continued participation in national, region, state, and local associations and organizations necessary and desirable for his continued professional participation, growth, and advancement as City Manager.

## **SECTION 5. INDEMNIFICATION.**

To the fullest extent permitted by law, the CITY shall defend, save harmless, and indemnify BALDERAS against any tort, professional liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of his duties as City Manager, and shall obtain and keep in full force and effect liability insurance, or risk pool coverage, including errors and omissions coverage on a "per occurrence" basis, in sufficient amounts to assure accomplishment of such hold harmless and indemnification; provided however, that this section shall not be construed as creating any right, cause of action, or claim of waiver or estoppel for or on behalf of any third party, nor shall it be construed as a waiver or modification of the availability of any defense of governmental immunity, or any other legal defense available to either the CITY or BALDERAS as to any third party; and provided further that the CITY shall not indemnify and hold harmless BALDERAS from and with respect to any claim or liability for which BALDERAS's conduct is found by the courts to have been grossly negligent or intentional wrongful conduct.

This indemnification shall extend beyond and survive BALDERAS's separation of employment from the CITY and the termination of this Agreement.

## **SECTION 6. HOURS OF WORK.**

It is recognized that BALDERAS is expected to engage in the hours of work that are necessary to fulfill the obligations of the position of City Manager. BALDERAS must be available at all times and must devote a great deal of time outside of the CITY's normal business hours to City administration.

BALDERAS acknowledges the proper performance of his duties as the City Manager will require BALDERAS to generally observe the City's normal business hours and will also often require the performance of necessary services outside of the City's normal business hours.

BALDERAS agrees to devote such additional time as is necessary for the full and proper performance of his duties as City Manager 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 to BALDERAS, such as is customary for professional and executive employees, so long as the time off does not interfere with the normal operations of the office of the City Manager.

BALDERAS will devote full time and effort to the performance of his duties as the City Manager, and shall remain in the exclusive employment of the CITY during the Term of

this Agreement, provided that, with the prior consent of the City Council, BALDERAS may accept temporary, outside professional employment, which will not in any way limit BALDERAS's availability or performance of his duties as City Manager. The term "outside professional employment" shall be construed to in occasional teaching, writing, or consulting performed on BALDERAS's personal time off. BALDERAS's outside professional employment cannot pose a conflict of interest, real or perceived, with the CITY.

## **SECTION 7. TERMINATION.**

BALDERAS shall serve at the pleasure of the City Council and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City Council to terminate BALDERAS's services as the City Manager at any time, subject only to applicable provisions of the City Charter and City personnel policies.

- A. **Severance Payment.** If City Manager's employment is terminated by the City or by the City Manager in a "Without Cause Termination," as defined in B, below, then the City shall pay City Manager a "Severance Payment" which includes a lump sum amount equal to nine (9) months base salary as a Severance Payment in exchange for a full and final release from City Manager of any potential claims arising from City Manager's employment with and termination from the City. The lump sum payment described herein shall be paid within thirty (30) days of termination date. City Manager shall be entitled to receive any and all other benefits identified under this Agreement.
- B. **Without Cause.** In the event BALDERAS is terminated by the Council during the Term of this Agreement WITHOUT CAUSE and BALDERAS is willing and able "to perform all duties of the City Manager under this Agreement, then, in that event, the City agrees to pay the City Manager the lump sum severance payment amount in Section A above. For purposes of this section, a "Without Cause Termination" shall mean any of the following:
  - 1) City Manager's removal from the position of City Manager by the City other than a removal "For Cause" as defined in this Agreement; City Manager's resignation following a reduction in the City Manager's salary or benefits by the City Council or following a material diminution by the City Council of the amounts paid pursuant to Section III of this Agreement;
  - 2) City Manager's resignation following a formal request for him to resign, or other expression of no confidence by a majority of the City Council at a meeting of the City Council;

3) City Manager's resignation following an affirmative act by City Council indicating that the City Manager's services are no longer desired by a majority of the City Council;

4) City Manager's resignation following written notice informing the City Council of its failure to comply with a material provision of this Agreement; or

5) City Manager's resignation following an affirmative act by a majority of the City Council suggesting that City Manager's services are no longer wanted by a majority of the City Council.

6) City Manager's resignation by mutual agreement of City Manager and by a majority of City Council with Severance.

C. **With Cause.** If BALDERAS is terminated by the City Council FOR CAUSE, BALDERAS waives his right and the CITY shall have no obligation to pay the severance payment, fringe benefits, medical benefits, leave benefits or any other benefits of any kind procured, collected, or that have accumulated during BALDERAS's employment.

1) A willful and material breach of the terms and conditions of this agreement;

2) Flagrant or repeated neglect of duties after being notified in writing by the City Attorney of such neglect;

3) An act involving illegal personal gain in the performance of duties under the terms of this agreement;

4) Conviction of a crime, whether a misdemeanor or felony, for an illegal activity performed while acting in the capacity of City Manager;

5) Refusal to act in accordance with any lawful directive or order of the City Council given during the course of a duly noticed meeting.

6) The commission of any crime of moral turpitude that occurs in the commission by City Manger of his duties hereunder or that was enabled by the abuse of such duties or the indictment or conviction of any felony;

7) A refusal to carry out the material duties or responsibilities of the City Manager, which failure causes material harm, costs, liability, or risk to the City and provided that, if such failure is capable of cure, City Manager has failed to cure after reasonable written notice; or

8) The commission of an act of moral turpitude. Moral turpitude is an act or behavior that gravely violates the widely accepted moral standard of the community and substantially and directly reflects negatively on the City.

D. **Reduction in Salary.** In the event the City Council during the Term of this Agreement reduces the salary or other financial benefits of BALDERAS in a greater percentage than an applicable across-the-board reduction for all employees of the City, then in that event, BALDERAS may, at his option, be deemed to have been terminated as of the date of such reduction; provided, however, that notice having first been given, the suspension of BALDERAS with or without pay pending the resolution of any criminal charge filed against BALDERAS shall not constitute a termination, or a reduction in salary or other financial benefits under this Section.

## **SECTION 8. NOTICES.**

All notices, demand, and other writings may be delivered by either party hereto to the other by United States Mail, or by a reliable commercial courier at the following address:

(1) CITY: City of Eagle Pass, Texas  
Attn: Mayor  
100 S. Monroe Street  
Eagle Pass, TX 78852

(2) Manager: Homero Balderas

§ 552.024

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 three (3) days after the date of notice is deposited in the United States Mail or with a commercial carrier.

## **SECTION 9. CONFLICT & CONFIDENTIAL INFORMATION.**

During the term of this Agreement, City Manager shall not engage in any business or transaction or maintain financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of City Manager's duties under this Agreement. City Manager shall at all times comply with all requirements of law. All data, studies, reports, and other documents prepared by City Manager while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. During the term of this Agreement, and after the termination of this Employment Agreement, all ideas, memoranda, specifications, plans,



procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to City Manager in connection with the performance of this Agreement shall be and remain held confidential by City Manager to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by City Manager without the prior written consent of the City Council, for any purposes other than the performance of City Manager's duties. Additionally, no such materials or information may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law, subpoena, or an order issued by the court of competent jurisdiction.

#### **SECTION 10. GENERAL PROVISIONS.**

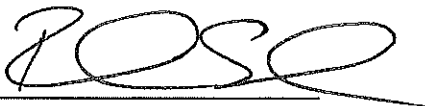
- A. **Section Headings.** All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
- B. **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Maverick 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 BALDERAS 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 a written instrument executed by BALDERAS and the duly authorized representative of the CITY Council.
- F. **Effective Date.** This Agreement shall be and become in full force and effective upon execution, with said date serving as the day that BALDERAS was selected by a majority of the City Council, and by and through the execution and delivery hereof by the authorized officer of the CITY and BALDERAS.

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 CITY and BALDERAS have executed this Agreement effective as of the date first written above.

FINALIZED, AGREED AND ACCEPTED this the 22<sup>nd</sup> day of February 2024.

**CITY OF EAGLE PASS, TEXAS**



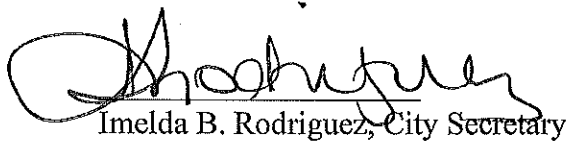
Rolando Salinas, Mayor

**CITY MANAGER**



Homero Balderas

**ATTEST:**



Imelda B. Rodriguez, City Secretary

**APPROVED AS TO FORM:**



Ana Sophia Garcia, City Attorney

# Redaction Log

| Reason       | Page (# of occurrences) | Description  |
|--------------|-------------------------|--|
| §<br>552.024 | 8 (1)                   | Public employee's personal information held by governmental body in its capacity as employer |