

TOWN OF ADDISON, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS APPROVING THE AMENDED SEPARATION AGREEMENT BETWEEN THE TOWN AND WES PIERSON, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE TOWN OF ADDISON, TEXAS:

Section 1. The Amended Separation Agreement between the Town of Addison and Wes Pierson, a copy of which is attached to this Resolution as **Exhibit A**, is hereby approved. The Mayor is hereby authorized to execute the agreement;

Section 3. This Resolution shall take effect from and after its date of adoption.

PASSED AND APPROVED by the City Council of the Town of Addison, Texas this the 10th day of January, 2017.

Todd Meier, Mayor

ATTEST:

By: _____
Laura Bell, City Secretary

APPROVED AS TO FORM:

By: _____
Brenda N. McDonald, City Attorney

EXHIBIT A

STATE OF TEXAS §
 § **AMENDED SEPARATION AGREEMENT**
COUNTY OF DALLAS §

THIS Amended Separation Agreement ("Agreement") is made and entered into as of the last date set forth below, by and between the Town of Addison, Texas (the "City") and Wesley S. Pierson ("Pierson" or "Employee").

Recitals:

Whereas, as a part of the one year review of Pierson's employment by the City, the City Council and Pierson desire to amend this Agreement as set forth herein.

Whereas, the terms and considerations set forth in this Agreement are an inducement to the City and Pierson to continue the employment relationship.

NOW, THEREFORE, for and in consideration of the continued employment of Wes Pierson by the Town of Addison, Texas, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, the Town of Addison, Texas and Wes Pierson agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are true and correct and incorporated herein for all purposes.

2. Separation.

A. Following the commencement of Pierson's employment, the City may immediately terminate the Employee for any of the following, as determined by the Addison City Council, following written notice to Pierson and an opportunity for a hearing in accordance with Chapter 551 of the Texas Government Code:

ethics violations as described in the Town of Addison Employee Handbook, Code of Ethics or the ICMA Code of Ethics, integrity compromises, violations of law other than Class C misdemeanors or minor traffic violations, violations of Town of Addison Employee Handbook, gross negligence, insubordination, willful and serious misconduct, or misappropriation of City assets. In the event of such termination, the City shall not pay the Employee any severance pay as described in paragraph 2.B.

B. In the event the Employee is involuntarily terminated by the City for reasons not specified in paragraph 2.A., the City agrees to pay the Employee separation pay in an amount equal to 12 months compensation comprised of salary (less all normal payroll deductions) + TMRS employer contributions + City's contribution for Employee's health insurance. The total payout described above will be considered "separation pay."

C. All other salary pay-out considerations including, but not limited to, unused vacation and compensable holiday time will remain consistent with City policy unless specifically addressed in this Agreement.

EXHIBIT A

3. Resignation. In the event the Employee voluntarily resigns his position with the City, the Employee shall provide 60 days' notice unless the City and Employee agree otherwise.
4. Miscellaneous.
 - A. Application of Law. Except as herein provided, the laws and constitution of Texas, the City Charter, and applicable rules and regulations and rules of the City, as they now exist or hereafter may be amended, apply to Pierson as they would to other employees of the City.
 - B. Assignment. Neither party hereto has authority to and shall not assign, transfer, or otherwise convey any interest herein.
 - C. Rights and Remedies Cumulative; Non-Waiver. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law statute, ordinance, or otherwise. The failure by either party to exercise any right, power, or option given to it by this Agreement, or to insist upon strict compliance with the terms of this Agreement, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time thereafter to require exact and strict compliance with all the terms hereof. Any rights and remedies either party may have with respect to the other arising out of this Agreement shall survive the cancellation, expiration or termination of this Agreement.
 - D. Applicable Law; Venue. In the event of any action under this Agreement, venue for all causes of action shall be instituted and maintained in Dallas County, Texas. The parties agree that the laws of the State of Texas shall govern and apply to the interpretation, validity and enforcement of this Contract; and, with respect to any conflict of law provisions, the parties agree that such conflict of law provisions shall not affect the application of the law of Texas (without reference to its conflict of law provisions) to the governing, interpretation, validity and enforcement of this Agreement.
 - E. No Third-Party Beneficiaries. This Agreement and all of its terms and provisions are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
 - F. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
 - G. Entire Agreement and Modification. This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

EXHIBIT A

H. Employee Acknowledgement. Pierson has read the contents of this Agreement and understands its terms and provisions.

EXECUTED in duplicate originals.

TOWN OF ADDISON, TEXAS

WESLEY S. PIERSON, EMPLOYEE

Todd Meier, Mayor
Date: _____
Pursuant to Reso. _____

Wesley S. Pierson
Date: _____