

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF WICHITA FALLS, TEXAS,  
AND JEFFERY JENKINS, CITY MANAGER**

**THIS AGREEMENT** for Professional Services and Employment is effective as of the 9th day of June, 2025, by and between the City Council, acting on behalf of the City of Wichita Falls, Texas, herein referred to as "City" and Jeffery Jenkins, herein referred to as "Employee," to establish and set forth terms and conditions of employment as City Manager.

**WITNESSETH:**

**WHEREAS**, the City is a governmental agency organized and formed pursuant to the City Charter and the laws of the State of Texas; and

**WHEREAS**, the City desires to secure and retain the professional services of the Employee and to recognize and compensate Employee for his service as City Manager, under the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained, the City and Employee agree as follows:

**I. TERM**

The term of this Agreement shall be indefinite, and this Agreement shall be and remain in full force and effect until terminated by the Employee or the City as herein provided. The Employee shall serve at the pleasure of the City and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the City, or the Employee, to terminate the services of the Employee at any time, subject only to applicable provisions set forth hereinafter in the section titled "Termination And Severance Pay."

**II. DUTIES AND AUTHORITY**

- A.** Employer agrees to employ Employee as City Manager to perform the functions and duties, without interference, specified in the City of Wichita Falls charter and/or by ordinance.
- B.** Employee is the chief executive officer of the City and shall faithfully perform the duties as prescribed in the job description as set forth in the City's charter and or ordinances as may be lawfully assigned by the City's in Human Resources' Essential Functions in the job description and/or as directed by the City Council and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.
- C.** It shall also be the duty of the Employee to direct assign, reassign and evaluate all of the employees of the City with policies, ordinances, charter, state and federal law, with the exception of the City Attorney and his staff, the City Clerk and her staff, the City Judge, and the City Sub-Judges.
- D.** It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the City, with the exception of the City Attorney and his staff, the City Clerk and her staff, the City Judge, and the City Sub-Judges., and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the City consistent with the lawful directives, city charter, policies, ordinances, state and federal law.
- E.** It shall be the duty of the Employee to accept all resignations of the employees of the City, with the exception of the City Attorney and his staff, the City Clerk and her staff, the City Judge, and the City Sub-Judges., consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.
- F.** Employee shall perform duties of City Manager of the City with reasonable care, diligence, skill and expertise.

### **III. SALARY**

The City agrees to pay the Employee an annual base salary of **\$278,000**, payable in installments at the same time as other employees of the City are paid. At any time during the term of this Agreement, the City may, at its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the base salary set forth in this paragraph.

### **IV. PERFORMANCE EVALUATION**

City and Employee will develop priorities and goals, both short-term and long-term. City and Employee shall review and evaluate the performance of the Employee with respect to said goals annually. City will utilize said evaluation periodically for salary adjustment of Employee.

### **V. RETIREMENT**

City agrees to enroll the Employee into the Texas Municipal Retirement System (TMRS) and to make all of the appropriate City contributions on behalf of the Employee, including paying the Employee's required share of 7% of earned income, in equal proportionate amounts each pay period. Further, City agrees to execute all necessary agreements provided by MissionSquare Retirement (MissionSquare) for City's continued participation in said MissionSquare 401a retirement plan (Plan) and, in addition to the base salary paid by City to Employee, City agrees to pay an amount equal to 13.5% of Employee's gross taxable compensation to the MissionSquare 401a plan on Employee's behalf, subject to and in accordance with the terms of the Plan and Internal Revenue Service requirements, in equal proportionate amounts each pay period, and to transfer ownership to succeeding employers upon Employee's resignation or discharge. City agrees to contribute an amount equal to 5.5% of Employee's gross taxable compensation to the Employee's MissionSquare Retirement Health Savings (RHS) Plan in equal proportionate amounts each pay period, according to the terms and provisions of the plan adoption agreement. At any time during the term of this Agreement, the City may, at its discretion, review and adjust the retirement contribution percentages to the above plans, but in no event shall the Employee receive less than the percentages above set forth in this paragraph.

### **VI. DISABILITY, HEALTH, DENTAL, AND LIFE INSURANCE**

Employee shall receive all highest level disability, health, dental, vision and life insurance benefits available to all City of Wichita Falls employees, and City agrees to pay all contributions for the Employee and Employee's family's health, dental, and vision insurance premiums on Employee's behalf. Coverage for all benefits for family insurance will start on June 9, 2025. City will provide life insurance equal to Employee's base salary. During the term of this agreement, the employer will not review or adjust these terms in this section.

### **VII. AUTOMOBILE**

The Employee's duties require exclusive and unrestricted use of a vehicle within and outside the Wichita Falls City limits. For travel within the City limits, the City agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of **\$1,000.00** per month as a vehicle allowance. The Employee shall be responsible for purchasing or leasing a vehicle and paying for liability, property damage and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair and regular replacement of said vehicle. All travel outside the City limits using Employee's personal vehicle for official City business will be reimbursed at the current City rate per mile. At any time during the term of this Agreement, the City may, at its discretion, review and adjust the vehicle allowance of the Employee, but in no event shall the Employee be paid less than the vehicle allowance set forth in this paragraph.

### **VIII. VACATION, SICK AND HOLIDAY LEAVE**

Employee will earn 20 days of vacation (VAC) every fiscal year. Employee shall be able to accrue sick leave at the annual rate prescribed in the City's Administrative Policies. Employee shall earn holiday leave on an annual basis at the rate outlined in the City's Administrative Policies.

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On June 9, 2025, City will credit Employee with 15 days of accrued vacation and 5 days of accrued sick leave. City authorizes Employee to take vacation days on July 2 and July 3 of 2025.

During the term of this agreement, the employer will not reduce the accrual rate.

## **IX. OTHER BENEFITS**

Unless otherwise provided in this Agreement, all provisions of the City Charter, rules and regulations of the City relating to fringe benefits and working conditions shall apply to the Employee. City will provide a cell phone and computer to Employee during the term of this Agreement. On or before April 10, 2025, City will begin the process to quickly tender to Employee a one-time payment of \$25,000 to be used for relocation and housing expenses.

## **X. PROFESSIONAL DEVELOPMENT**

The City agrees to budget and pay for the professional membership dues and subscriptions of Employee necessary for the Employee's continuation and participation in national, regional, state and local associations necessary and desirable for the Employee's continued professional participation, growth and advancement and for the good of the City. Developing and maintaining professional association contacts and standing provide the City access to valuable resources and the reasonable participation and related travel by Employee as provided for in the annual budget will be a part of the Employee's duties.

The City agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions to adequately continue the professional development of Employee and to pursue necessary official functions of the City, including, but not limited to the ICMA Annual Conference, as approved by the City Council for travel outside the continental United States, the TCMA Annual Conference, the TML Annual Conference and such other national, regional, state and local governmental groups and committees in which Employee serves as a member.

## **XI. HOURS OF WORK**

It is recognized that the Employee must devote a great deal of time outside the normal hours of business for the Employer, and to that end, Employee shall be allowed to establish an appropriate work schedule to include reasonable time off as it is customary for exempt employees. The schedule shall be appropriate to the needs of the Employer and shall all Employee to faithfully perform his assigned duties and responsibilities.

## **XII. INDEMNIFICATION AND BONDING**

To the fullest extent permitted by law, City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, demand, action, judgment, expenses and attorneys' fees or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties and pay actual damages awarded against the Employee from any and all demands, claims, suits, actions, judgments, expenses, attorney's fees incurred in any legal proceedings brought against Employee in the Employee's Individual or official capacity in the scope of employee's work as City of Wichita Falls' City Manager and acting with the course and scope of Employee's employment with the City. City shall not, however, indemnify and hold harmless the Employee from and with respect to any claim or liability for which the conduct of the Employee is found by the courts to have been grossly negligent or intentional wrongful conduct. This indemnification shall extend beyond and survive the termination of employment and the expiration of this Agreement.

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

## **XIII. TERMINATION AND SEVERANCE PAY**

**A. Termination.** In the event the City wishes to terminate the services of Employee, the City must give the Employee a minimum of 90 days' written notice of intended termination, and at the end of the 90-day notice period, the City shall pay to the Employee a lump sum cash payment equal to **three (3)** months full salary and all other benefits in the agreement, plus the value of all accrued vacation within 30 days.

**■ If the Employee is terminated by the City without the minimum 90 days' written**

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notice of intended termination as described above, the City shall pay to the Employee a lump sum cash payment equal to six (6) months full salary and other benefits outlined in this Agreement, plus the value of all accrued vacation within 30 days. For purposes of the calculations in this paragraph, the maximum vacation caps are waived. Other benefits to be included with the above-described severance payment shall include the auto allowance, MissionSquare, TMRS, deferred compensation, and group health, dental, and vision coverage at the normal employee premium rates.

**C. However, if the employee is terminated because of a felony conviction or conviction of a crime of moral turpitude involving dishonesty, fraud, theft, official oppression, or violence, whether committed within or outside the scope of Employee's employment hereunder, then the City is not obligated to pay severance under this section.**

Employee and City shall sign a mutual full release of claim against each other with any severance payment made.

**D . Reductions.** In the event the City, during the term of this Agreement, reduces the authority of the Employee, or reduces the salary or other financial benefits of Employee, or in the event the City refuses, following written notice, to comply with any other provision benefiting the Employee herein, or if the Employee resigns following the suggestion, whether formal or informal, by the City Council that the Employee resign, then in that event, the Employee may, at the Employee's option, be deemed to have been terminated as of the date of such reduction, or as of the date the Employee resigns at the City Council's suggestion; provided that, notice having first been given, the suspension of the Employee with pay pending the resolution of any criminal charge filed against the Employee shall not constitute a termination or a reduction under this Section. The City Council shall be deemed to have suggested the resignation of the Employee at any time when a majority of the members of the City Council shall, at a City Council meeting or in writing, suggest that the Employee resign, this would trigger separation for lump sum payment to the employee for 6 months plus other benefits.

**E . Change in Form of Government, Official Duties or Reassignment.** If the City, its citizens through referendum or the Texas Legislature act to amend any provision of the charter, code or enabling legislation pertaining to the role, powers, salary tied to any state passed caps, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare at anytime that such amendments constitute termination, and severance and other benefits pay shall be paid. The Employee cannot be reassigned from the position of City Manager to another position without the Employee's prior express written consent.

**F. Resignation.** If the Employee terminates this Agreement by voluntary resignation of the position of City Manager, the Employee shall give at least sixty (60) days' written notice in advance unless the City Council agrees otherwise.

**XIV. 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) **CITY:** City Attorney, P.O. Box 1431, Wichita Falls,  
Texas 76307

(2) **EMPLOYEE:** Jeffery Jenkins, [REDACTED]  
[REDACTED]

**Employee will update City's records with a new address once obtained. City will use this updated address on record for notices.**

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice.

## **XV. AMENDMENTS**

This Agreement may be amended at any time only by the written agreement of the City and Employee.

## **XVI. SAVINGS CLAUSE**

If any term or provision of this Agreement, as applied to any party or to any circumstance, is declared by a court of competent jurisdiction hereof to be illegal, unenforceable or void in any situation and in any jurisdiction, such determination shall not affect the validity or enforceability of the offending provision in any other situation or in any other jurisdiction. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

## **XVII. APPROPRIATIONS**

The City has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise unappropriated funds of the City in an amount sufficient to fund and pay all financial obligations of the City to Employee pursuant to this Agreement, and in such a manner as to not violate the unfunded debt limits as specified in the Texas Constitution. This encumbrance is budgeted from general fund reserves. The City has appropriated and will continue to appropriate sufficient funds for the payment of the City's obligations pursuant to this agreement and the severance provisions herein. If the City fails to appropriate such funds, then the City will not appropriate funds for an employee who performs functions similar to those performed by Employee for a period of at least one year following termination. An appropriation for an employee who performs such similar functions within said one-year period following termination shall be considered an appropriation of funds for the severance provisions of this agreement.

## **XVIII. BINDING EFFECT**

This Agreement shall be binding on the City and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.

## **XIX WAIVER OF SOVEREIGN IMMUNITY**

The City hereby waives its sovereign immunity with respect to the validity and enforceability of the financial obligations and liabilities of the agreement approved pursuant to this action.

**AGREED AND ACCEPTED** this the 3rd day of April, 2025.

By:   
Jeffery Jenkins

City Manager

By:   
Tim Short

Mayor

Approved as to Form:

By:   
R. Kinley Heggland, Jr.  
City Attorney

ATTEST:

By: *Marie Balthrop*  
City Clerk  
(City Seal)

Marie Balthrop