

RESOLUTION NO. R-3857

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, AN EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSENBERG, TEXAS, AND JONATHAN WHITE, POLICE CHIEF.

* * * * *

WHEREAS, it is the desire of the City Council that an evaluation be performed annually by City Council for the position of Police Chief; and,

WHEREAS, City Council conducted an annual performance evaluation and discussed the Employment Agreement for the position of Police Chief on February 18, 2025, February 24, 2025 and March 25, 2025; and,

WHEREAS, City Council desires to enter into an Employment Agreement with Jonathan White to serve in the position of Police Chief; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council appointed Jonathan White as Police Chief for the City of Rosenberg on July 24, 2018 and conducted an annual performance evaluation and discussed the Employment Agreement on February 18, 2025, February 24, 2025 and March 25, 2025.

Section 2. The City Council hereby authorizes the Mayor to execute an Employment Agreement, which establishes compensation and other terms of employment of Jonathan White, in the position of Police Chief.

Section 3. A copy of said Employment Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 4. This Resolution shall become effective immediately upon adoption by the City Council.

PASSED, APPROVED, AND RESOLVED this 1st day of April 2025.

ATTEST:

APPROVED:

Danyel Swint
Danyel Swint, TRMC, **CITY SECRETARY**

William Benton
William Benton, **MAYOR**



EMPLOYMENT AGREEMENT

THIS AGREEMENT for professional services and employment as Police Chief is made and entered into this 4th day of April, 2025, by and between the City of Rosenberg, Texas, a municipal corporation, hereinafter called "City," "Employer," "City Council," or "Rosenberg," and Jonathan G. White, hereinafter called "White" or "Police Chief," to establish and set forth the terms and conditions of the employment as the Police Chief of the City.

WITNESSETH

WHEREAS, Employer desires to provide for the employment and retention of the services of Jonathan White as Police Chief of the City of Rosenberg, consistent with the specifications of the City's Home Rule Charter and otherwise provided for by the City Council of the City of Rosenberg; and

WHEREAS, City Council desires to provide White necessary assurances in connection with his employment and to ensure the City that his services will be available for the benefit of the City for an extended and continuing time; and

WHEREAS, it is the desire of the City Council, hereinafter called "City Council" or "Employer" to provide certain benefits, establish certain conditions of employment and to set working conditions of said White; and

WHEREAS, it is the desire of the City Council to (1) continue the retention of the services of White, and to provide inducement for him to remain in such employment, (2) make possible full work productivity and independence by assuring White's morale and peace of mind with respect to future security, and (3) provide a just means for terminating White's services at such time that Employer may desire to terminate his employment; and

WHEREAS, White desires to be employed as Police Chief of Rosenberg; and

WHEREAS, all parties hereto have made a full disclosure of all relevant facts prior to entering into this Agreement, and all parties hereto shall have had ample opportunity to investigate and examine all relevant facts; and


NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Powers and Duties of the Police Chief.

The City Council hereby agrees to the employment of the said Jonathan G. White as Police Chief of the City of Rosenberg to perform the functions and duties specified in the Charter, and to perform other legally permissible and proper duties and functions as the City Council shall from time to time assign, subject to this Agreement.

Section 2. Term.

- A. The Police Chief serves at the pleasure of the City Council and nothing herein shall be taken to imply or suggest a guaranteed tenure.
- B. White agrees and acknowledges that because the position of Police Chief is his primary employment, he shall not seek additional employment or work in any position which


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would impact in an adverse manner upon this responsibility, or which would constitute a conflict of interest, or perception of a conflict of interest. It is agreed that White shall be allowed to work as an instructor or educator so long as the aforementioned conditions are met, and any such outside employment as an instructor or educator is reported in writing to the City Council at least thirty (30) days prior to commencing such outside employment. The parties further agree that City Council may prohibit or disallow any such outside employment if it is found to violate any of the conditions contained in this section.

Section 3. Salary.

- A. Employer agrees to pay White for services rendered pursuant hereto as Jonathan G. White an annual base salary of One Hundred Seventy-Five Thousand Fifty-Two Dollars and Eighty Cents (**\$175,052.80**) payable in installments at the same time as others of Employer are paid. Thereafter, City agrees to increase the base salary or other benefits or both, of White and to such extent as the Council may determine desirable to do so on the basis of an annual review.
- B. The annual base salary shall not be reduced unless there shall be an across the board reduction in city employees' salaries and, in such case, White's annual base salary shall likewise be reduced by the same reduction percentage applicable to all city employees. Council may increase the base salary at the Council discretion.

Section 4. Professional Development.

It is the City's desire to support professional development of the Jonathan G. White, and the City further encourages participation in professional and civic organizations for the Police Chief. Employer agrees to budget and to pay for professional dues and expenses of White for participation in the national regional, state, and local associations and organizations necessary and desirable for the Police Chief's continued professional growth, advancement, and good of the City as approved by the City Council in the Annual Budget.

Section 5. Voice & Data.

As governed by the City's approved Cellphone Data policy, the City shall provide the Police Chief with a monthly cellphone communication data option based upon the Police Chief's choice.

Section 6. Automobile.

The City agrees to provide the Police Chief with a City Police vehicle for use to perform official city related duties and responsibilities and provide for maintenance of said vehicle. In addition, the City agrees to pay to the Police Chief, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of Five Hundred Dollars and No Cents (\$500.00) per month, payable monthly, as a vehicle allowance to be used to purchase, lease, own, operate and maintain a vehicle. Police Chief shall be responsible for establishing and maintaining liability, property damage, and comprehensive insurance coverage for such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle.



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Section 7. Termination-Severance (Severance Pay).

- A. If City Council should terminate the employment of White under this Agreement and discharge him as Police Chief "for cause", as such term is hereinafter defined, or should White terminate his employment hereunder or resign as Police Chief, or should the Police Chief die or retire, the City shall not be obligated to pay to White and White shall not be entitled to receive from the City any termination or severance pay; however, in such event, White shall be entitled to the compensation, including accrued vacation and personal days earned by him prior to the date of such termination, computed pro rata to and including that date such termination subject to a payout cap of 480 hours for vacation leave. Any other accrued leave shall be paid in accordance with the City of Rosenberg Policies and Procedure Manual.
- B. As used herein and as it relates to the termination of White's employment under this Agreement and to his discharge as Police Chief, the term "for cause" shall mean misfeasance or malfeasance in office, criminal conduct constituting a felony or misdemeanor involving moral turpitude, breach of this Agreement by White, failure or refusal by White, to perform the duties of his office as described in this Agreement.
- C. If City Council should discharge White under this Agreement as Police Chief without cause, then the City shall provide severance pay equal to twelve (12) months of the base salary of White in effect at the time discharge as Chief and all accrued but unpaid vacation and personal leave as of the date of such termination subject to a payout cap of 480 hours for vacation leave. Any other accrued leave shall be paid in accordance with the City of Rosenberg Policies and Procedure Manual.
- D. The severance pay provided for in this Article, if any, shall be due and payable to White within thirty (30) days following the date of his discharge.

Section 8. Insurance.


Health Insurance. White shall be covered by the same health, dental, and vision plans as all other employees, or such plans that are available through City and selected by White, provided that the employee share of the premiums for White and all other employee's benefits for White's dependents, shall be paid by White in the same percentages as other employees.

Section 9. Business Expenses.

Certain expenses of a non-personal and job-related nature will necessarily be incurred by the Police Chief in the performance of the Police Chief's duties. The City will pay or reimburse such budgeted business expenses, and the Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits. The City will also pay the full cost of any bond, if any, required by the City to be made by the Police Chief.

Section 10. Disability and Retirement Benefits.

White shall be continually enrolled in the Texas Municipal Retirement System (TMRS) pension plan in the same manner and shall receive contributions from the City to TMRS in a manner as provided to all other City employees. If White is permanently disabled during the term, he shall be compensated for all vacation leave, holidays,



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and other benefits accrued or credited to White as of the date of permanent disability subject to a payout cap of 480 hours for vacation. Any other accrued leave shall be paid in accordance with the City of Rosenberg Policies and Procedure Manual.

Section 11. Other Benefits.


- A. Upon commencing employment as Police Chief, the City shall provide accrued benefits at the White's current rate with carryover of all leave accrued to date by White; including but not limited to accrued sick leave, vacation leave, and personal holidays on the same basis as they would apply to all other City employees; however, each year White shall carry over the entire balance of vacation leave he has accrued, but not used, into the next year.
- B. All provisions of the Charter, rules and Personnel Policies of the Employer relating to fringe benefits and working conditions as they now exist or hereafter may be amended, shall also apply to the Police Chief as they would apply to all other employees of Employer, in addition to the benefits provided or as stated otherwise in this Agreement.

Section 12. Fidelity and Indemnification.

- A. Employer shall bear the full cost of any fidelity or other bonds required of the Police Chief under any law or ordinance.
- B. Employer agrees to indemnify White and hold White harmless against any claim, whether founded in tort or contract which may originate as a result of any action taken by White or the failure of White to take any action within the proper course and scope of his duties and employment hereunder. White agrees to provide all necessary assistance as shall be necessary for the proper defense of any claim that may be asserted. The provision as herein set out for indemnification shall be limited to the extent as may be permitted from time to time under the laws of the State of Texas as to the power of municipalities to provide for indemnification.

Section 13. Miscellaneous.

- A. This Agreement shall be deemed the entire agreement between the parties and no oral statements, understandings or other writings shall at any time be deemed valid as to provision of this Agreement and both City and White agree that this Agreement shall represent the entire agreement of the parties for all purposes. Furthermore, any prior Employment Agreements, by or between the City Council and White are merged into and rendered null and void by this Agreement.
- B. This Agreement shall be executed by the parties hereto and shall be signed by the Mayor of the City after being duly authorized by the City Council. This Agreement shall not be modified or amended except upon authorization of Council and by a written instrument executed by the White and the duly authorized representative of the Council.
- C. For the purposes of complying with this Agreement, appropriations held as unencumbered fund balances in any fund or account shall be deemed to be available and authorized for transfer to the appropriate salary and benefit expenditure accounts to insure fulfillment of the provisions of this Agreement.



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- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and the executors of White.
- E. This Agreement shall become effective as of the date the last party to this agreement executes this agreement and shall be reviewed annually in accordance with the terms hereof and additional terms will be negotiated at that time.
- F. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.
- G. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas. Venue shall lie exclusively in Fort Bend County, Texas.

[Execution page to follow]



IN WITNESS WHEREOF, the City and White have signed and executed this Agreement on the day and year shown below.

Approved:

William Benton
William Benton, MAYOR

DATE: April 4, 2025



ACCEPTED:

Jonathan G. White
Jonathan G. White, POLICE CHIEF

DATE: 4.2.25

ATTEST:

Danyel Swint
Danyel Swint, CITY SECRETARY