

RESOLUTION NO. R-3858

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 DANYEL SWINT, CITY SECRETARY.

* * * * *

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

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

WHEREAS, City Council desires to enter into an Employment Agreement with Danyel Swint to serve in the position of City Secretary; now, therefore,

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

Section 1. The City Council appointed Danyel Swint as City Secretary for the City of Rosenberg on March 6, 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 Danyel Swint, in the position of City Secretary.

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 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 Danyel Swint, hereinafter called "Employee," "City Secretary," or "Swint."

WITNESSETH

WHEREAS Employer desires to provide for the employment and retention of the services of Danyel Swint as City Secretary of the City of Rosenberg, as defined and specified in the Home Rule Charter of the City of Rosenberg and otherwise provided for by the City Council of the City of Rosenberg; and

WHEREAS, City Council desires to provide Swint necessary assurances in connection with her employment and to ensure the City that her 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 Employee; and

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

WHEREAS, Employee desires to be employed as City Secretary 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.

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

Section 1. Powers and Duties of the City Secretary.

The City Council hereby agrees to the employment of the said Danyel Swint as City Secretary 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.

The City Secretary serves at the pleasure of the City Council as set forth in the City Charter and nothing herein shall be taken to imply or suggest a guaranteed tenure.

Section 3. Salary.

- A. Employer agrees to pay Swint for services rendered pursuant hereto as City Secretary an annual base salary of One Hundred Twenty-Two Thousand Three Hundred Thirty-One Dollars and Eighty Cents (**\$122,331.80**) payable in installments at the same time as other employees of Employer are paid. Thereafter, City agrees to increase the base salary or other benefits or both, of Swint 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, Swint'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 City Secretary, and the City further encourages participation in professional and civic organizations. Employer agrees to budget and to pay for professional dues and expenses of the City Secretary for participation in the Texas Municipal Clerk's Association (TMCA), and other professional development costs 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 Employee with a monthly cellphone communication data option based upon the Employee's choice.

Section 6. Automobile.

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 four hundred (\$400) dollars per month, payable monthly, as a vehicle allowance to be used to purchase, lease, own, operate and maintain a vehicle. Employee shall be responsible for paying 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. The City shall reimburse Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater Houston area. For purposes of this Section, use of the vehicle within the greater Houston area is defined as travel to locations within a one hundred (100) mile radius of the Rosenberg city limits.

Section 7. Termination – Severance (Severance Pay).

- A. If City Council should terminate the employment of Swint under this Agreement and discharge her as City Secretary "for cause", as such term is hereinafter defined, or should Swint terminate her employment hereunder or resign as City Secretary, or should the City Secretary die or retire, the City shall not be obligated to pay to Swint and Swint shall not be entitled to receive from the City any termination or severance pay; however, in such event, Swint shall be entitled to the compensation, including

accrued vacation and personal days earned by her 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 Swint's employment under this Agreement and to her discharge as City Secretary, 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 Swint, failure or refusal by Swint, to perform the duties of her office as described in this Agreement.
- C. If City Council should discharge Swint under this Agreement as City Secretary without cause, then the City shall provide severance pay equal to twelve (12) months of the base salary of Swint in effect at the time discharge as City Secretary 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 Swint within thirty (30) days following the date of her discharge.

Section 8. Insurance.

Health Insurance. Swint 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 Swint, provided that the employee share of the premiums for Swint and all other employee's benefits for Swint's dependents, shall be paid by Swint 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 City Secretary in the performance of the City Secretary'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 City Secretary.

Section 10. Disability and Retirement Benefits.

Swint 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 Swint is permanently disabled during the term, she shall be compensated for all vacation leave, holidays, and other benefits accrued or credited to Swint 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 City Secretary, the City shall provide accrued benefits at the highest rate with carryover of all leave accrued to date by Employee; 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. Swint shall be allowed to carry over the entire balance of vacation leave accrued but not used, into subsequent years.
- B. All provisions of the Charter, rules and regulations of 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 City Secretary 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 City Secretary under any law or ordinance.
- B. Employer agrees to indemnify Swint and hold Swint harmless against any claim, whether founded in tort or contract which may originate as a result of any action taken by Swint or the failure of Swint to take any action within the proper course and scope of her duties and employment hereunder. Swint 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. Supervision.

Since Swint serves at the pleasure of City Council, the City Council retains the sole authority for compensation, performance review, and disciplinary action. City Council may request input from the City Manager during its review of said matters.

Section 14. Miscellaneous.

- A. This Agreement shall be deemed the entire agreement between the parties and no oral statements, prior Employment Agreements, understandings or other writings shall at any time be deemed valid as to provision of this Agreement and both City and Swint agree that this Agreement shall represent the entire agreement of the parties for all purposes.
- B. This Agreement shall be executed by the parties hereto and shall be signed by the Mayor after being duly authorized by the City Council. This Agreement shall not be modified or changed unless agreed to in writing by Swint and by the City, which shall be authorized by an amendatory document duly passed and approved by the City 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.

- D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and the executors of Swint.
- 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 Swint have signed and executed this Agreement on the day and year shown below.

APPROVED:

William Benton
William Benton, MAYOR

DATE: April 4, 2025



ACCEPTED:

Danyel Swint
Danyel Swint, CITY SECRETARY

DATE: April 2, 2025

ATTEST:

Jenny Carranza
Jenny Carranza, ASSISTANT CITY SECRETARY