

COLLEGE STATION CITY MANAGER 2024-2030
EMPLOYMENT AGREEMENT

WHEREAS, the Employer desires to employ the services of Bryan C. Woods as City Manager of the City of College Station and Employee desires to accept employment as City Manager of the City of College Station, Texas; and

WHEREAS, it is the desire of the Employer to establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the Employer to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security, and (3) to act as a deterrent against malfeasance or dishonesty or personal gain on the part of the Employee; and

WHEREAS, the parties acknowledge that Employee is a member of the International City/County Management Association (ICMA) and that Employee is subject to the ICMA Code of Ethics; and

WHEREAS, the Employer and Employee entered into an Employment Agreement on October 25, 2018, then the First Amendment to Employment Agreement on March 11, 2020, then the Second Amendment to Employment Agreement on January 7, 2021; and then an Employment Agreement for 2022-2028 on November 11, 2022, and now the Employer and Employee desire to enter into this five-year Agreement that extending the term by two years; and

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

This Employment Agreement is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "Employer, City or City Council") and **Bryan C. Woods** (the "Employee") for City Manager.

SECTION 1. DUTIES. Employer hereby agrees to employ Employee as City Manager of said Employer to perform functions and duties specified by law and by the City of College Station Charter and to perform other legally permissible and proper duties and functions as Employer shall from time-to-time assign.

SECTION 2. TERM

- A. Five Year Term.** The Agreement term shall extend from its Effective Date until **March 10, 2030**, unless otherwise terminated subject to the provisions of Section 4 of this Agreement. Employee shall continue employment and will serve at the will of a quorum of the City Council and subsequent City Councils. The execution of this Agreement terminates all prior agreements for City Manager services. Nothing in this

Agreement shall prevent, limit or otherwise interfere with the right of the Employer to terminate the services of Employee at any time as set forth in Section 4, of this Agreement.

- B. Resignation.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provision set forth in Section 4 of this Agreement.
- C. Exclusive Employment.** During the term of his employment, Employee agrees to remain in the exclusive employment of Employer and neither to accept other employment nor to become employed by any other employer until said termination date or resignation date, except for any secondary employment in the U.S. Naval Reserves. The term “employed” shall not be construed to include occasional teaching, writing or consulting performed on Employee’s time off.
- D. Severance Pay.** Before the expiration of this Agreement, the Employer and Employee may mutually agree to renew, renegotiate or extend this Agreement. If this Agreement ends by the expiration of its term, the Employer is obligated to pay Severance Pay to the Employee under this Agreement.

SECTION 3. SUSPENSION. Employer may suspend Employee with full pay and benefits at any time during the period of this Agreement, but only if:

- (1) a majority of the City Council and Employee agree, or
- (2) after a hearing which may be held in executive session at the option of the City Council, a majority of the City Council votes to suspend Employee for just cause provided, however, that Employee shall have been given written notice setting forth any charges at least ten (10) days before such hearing by the Council Member bringing such charges.

SECTION 4. TERMINATION AND SEVERANCE PAY

- A. Termination With or Without Cause During the Agreement Term.** Employee will serve as City Manager at the pleasure of the City Council and the Council may terminate Employee at any time with or without cause. The Council’s termination of Employee is final and may not be appealed. In the event Employee is terminated before March 11, 2030, for any reason other than conviction of a crime or a serious or chronic violation of the Code of Ethics of ICMA, Employer agrees to pay Employee severance pay of twenty-four (24) months’ salary.
- B. Termination after Agreement Term and Expiration.** In the event Employee is terminated after March 10, 2030, for any reason other than conviction of a crime or a serious or chronic violation of the Code of Ethics of ICMA, or in the event this Agreement expires, Employer agrees to pay Employee severance pay of twelve (12) months’ salary.

- C. Reasonable Offer to Renew, Renegotiate or Extend.** If the Employer makes a reasonable offer to the Employee to renew, renegotiate or extend this Agreement before the Agreement expiration the Employee will have until ninety (90) days after the Agreement expiration to accept or reject the reasonable offer. During that time after the reasonable offer is made, the Employee remains employed, unless the Agreement is terminated, or Employee resigns as stated in this Agreement. If the reasonable offer is rejected or not accepted by the Employee, employment is terminated, and no severance is paid. For this section a reasonable offer is at least a base salary, the same terms as this Agreement, including benefits and length of agreement, and any additional compensation increase that is similar to other pay increases being offered to the other City Council appointed employees.
- D. Salary.** Under this section, salary shall include base salary at the date of separation as defined in Section 5 including all written adjustments to date, the City's contribution for insurance as described in Section 9, and the retirement contribution as described in Section 10. Salary paid as severance pay shall be paid in lump sum at the effective date of separation or nearest regular pay day thereafter at Employer's discretion.
- E. Resignation.** Employee may resign his employment as City Manager during the term of this Agreement by giving written notice to the Mayor at least sixty (60) days before the resignation date.

SECTION 5. SALARY

- A. Base Salary.** Employer agrees to pay Employee for his services rendered pursuant hereto an annual base salary of **\$347,679.47**, effective October 7, 2024, payable in installments at the same time as other employees of the Employer are paid.
- B. Salary and Benefit Increases.** Employer agrees to increase and amend in writing, Employee's base salary or other benefits in such amounts and to such extent as the City Council may determine that it is desirable to do so on based on Employee's annual performance reviews. The Employee's annual increase will be no less than the annual cost of living adjustment paid to all other employees of Employer.

SECTION 6. PERFORMANCE EVALUATION

- A. Review Period.** The City Council shall review and evaluate the performance of the Employee at least once annually generally in the period between September to October of each year. Said review and evaluation shall be in accordance with specific criteria developed jointly by the Employer and Employee unless the City Council prefers an alternative evaluation process. Said criteria may be added to or deleted from as the City Council may from time to time determine, in consultation with the Employee.
- B. Goals and Performance Objectives.** Annually, the City Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City of College Station, Texas; and in the attainment of the

City Council's policy objective shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing by Employee and presented to the City Council within a reasonable time after their establishment. They shall generally be attainable within the time limitations specified and the annual operating and capital budgets and appropriations provided.

SECTION 7. AUTOMOBILE ALLOWANCE. The Employee is required to be on call for twenty-four (24) hour service, so therefore, must have access to a vehicle for City business. Employer shall grant Employee a car allowance of **\$600.00** per month for providing said vehicle. The Employee shall be responsible for the purchase, maintenance, insurance, taxes, etc., for said vehicle. The monthly allowance will be considered for increase during the performance evaluation process. The Employer also agrees to reimburse Employee for mileage for out-of-Brazos County travel associated with City business at the same rate as other City employees are reimbursed. The Employee shall provide a vehicle that will be maintained in an appropriate manner and replaced frequently enough to maintain suitable appearance for the City.

SECTION 8. VACATION, SICK LEAVE AND MILITARY LEAVE

- A. Military Leave.** Employee shall be entitled to military reserve leave time pursuant to federal law, state law and City policy.
- B. Vacation.** Employer agrees to pay all of Employee's accrued vacation upon Employee's resignation or termination. Payment to Employee of his accrued vacation will not be included in severance pay calculations under Section 4 of this Agreement and shall be considered separate from it.
- C. Vacation Days.** Employee will accrue **twenty (20)** vacation days per year which shall accrue in accordance with City Policy.

SECTION 9. INSURANCE. Employee shall be entitled to receive medical and dental, life, workers' compensation, and disability insurance benefits as they are provided to other employees of Employer. If Employee declines to enroll in Employer's health, pharmacy and dental plan, Employer will pay Employee a monthly allowance equal to Employee's cost for family health insurance coverage not to exceed **\$300.00** per month.

SECTION 10. RETIREMENT. Employer agrees to contribute a sum equal to **five percent (5%)** of Employee's base salary annually to be paid in equal installments per pay period to a deferred compensation plan provider to be selected by Employee from those providers available to other employees of the Employer.

SECTION 11. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the professional and civic dues and subscriptions of Employee necessary for his continuation of full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional participation, growth

and advancement, as well as civic involvement, as City Manager and for the good of the Employer.

SECTION 12. PROFESSIONAL DEVELOPMENT. Employer agrees to budget for and pay the travel and other expenses of Employee as are eligible under Employer's employee policy, for professional and official travel, meetings and occasions adequate to continue the professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to, the annual conference of the International City/County Management Association (ICMA), any Texas City Management Association (TCMA) meetings, and other such national, regional, state and local governmental groups and committees thereof which Employee serves as a member.

SECTION 13. GENERAL EXPENSES. Employer recognizes that certain expenses of a non-personal and generally job-affiliated nature are incurred by Employee, and hereby agrees to reimburse or to pay said general expenses in accordance with the procedures applied to other employees of Employer.

SECTION 14. INDEMNIFICATION. EMPLOYER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY EMPLOYEE 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 EMPLOYEE'S DUTIES AS CITY MANAGER, OTHER THAN A CRIMINAL ACT. EMPLOYER WILL COMPROMISE AND SETTLE ANY SUCH CLAIM OR SUIT AND PAY THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT RENDERED THEREON.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. Subject to the foregoing, all provisions of the City charter, code and regulations and rules of the Employer relating to sick leave, retirement and pension system contributions, holiday, and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to the Employee as they would to other employees of the Employer, in addition to said benefits enumerated specifically for the benefit of Employee as herein provided.

SECTION 16. GENERAL PROVISIONS. This text herein shall constitute the entire agreement between the parties. The terms and conditions of this Agreement may only be amended by written agreement executed by the parties. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee. 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 be deemed severable, shall not be affected and shall remain in force and effect. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas. The parties may execute this Agreement in duplicate originals, each of equal dignity

SECTION 17. APPROPRIATION. City Council has appropriated, set aside and encumbered, and does hereby appropriate, set aside, and encumber, available and otherwise lawfully available, unappropriated funds of Employer in an amount sufficient to fund and pay the severance payment obligations of Employer under Section 4 of this Agreement.

SECTION 18. EFFECTIVE DATE. This Agreement shall be effective on the date the agreement is fully executed.

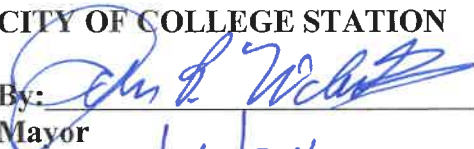
IN WITNESS HEREOF, the City of College Station, Texas City Council has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Secretary, and the Employee has signed and executed this Agreement.

EMPLOYEE

By: 
Bryan C. Woods

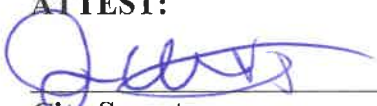
11/14/24
Date

CITY OF COLLEGE STATION

By: 
Mayor

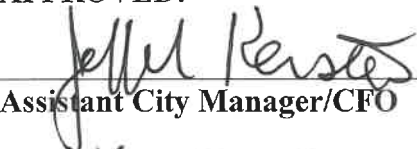
11/14/24
Date

ATTEST:

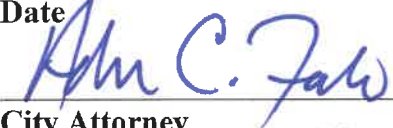

City Secretary

11/14/24
Date

APPROVED:


Assistant City Manager/CFO

11-14-24
Date


City Attorney

11-14-24
Date