

INTERIM CITY MANAGER EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement"), is made by and between the City of Denton, Texas ("City") and Cassandra Ogden ("Employee"), an individual:

RECITALS

WHEREAS, Employee is currently employed as the City's Deputy City Manager; and

WHEREAS, the City has an absence in the position of City Manager as of April 1, 2026, and a vacancy after May 31, 2026; and

WHEREAS, the City will be conducting a recruitment to fill the vacancy, and in the meantime, City is interested in designating Employee, on an interim basis, as the Interim City Manager, and Employee is willing to accept and perform that interim assignment; and

WHEREAS, for the duration of this Agreement, Employee will fill the role of Interim City Manager; and

WHEREAS, if Employee chooses to apply for, but is not appointed as City Manager, following completion of the interim assignment, Employee shall return to the position of Deputy City Manager; and

WHEREAS, the parties desire to set forth the terms and conditions of the interim assignment.

NOW, THEREFORE, the parties agree as follows:

Section 1. Term

Subject to the terms and conditions of this Agreement, Employee shall remain in the position of Interim City Manager for the duration of the recruitment process for the position of City Manager until a City Manager is appointed, not to exceed twelve (12) months from the effective date unless extended by mutual written agreement of the parties. At the completion of the Interim City Manager assignment, Employee shall return to the position of Deputy City Manager.

Section 2. Appointment; Duties and Authority

City agrees to appoint Employee as Interim City Manager, effective April 1, 2026, to perform the functions and duties specified in the City Manager job description, the City's Charter, the City's Ordinances, Resolutions, and Directives, applicable provisions of state law, and the directions of the City Council. Employee is subject to the direction and oversight of the City Council, and is appointed "at will," meaning Employee serves in the capacity of Interim City Manager at the pleasure of the City Council. During this time, Employee may perform the duties of Deputy City Manager or may

assign those duties to other employees as necessary on an interim basis. Subject to the oversight of the City Council, Employee has discretion to structure her time and prioritize tasks to ensure that necessary functions of each position are adequately fulfilled.

Section 3. Compensation

Effective April 1, 2026, Employee will receive the rate of Employee's current salary (Base Salary) plus an additional five percent (5%). Employee shall be paid at the same intervals and in the same manner as other management employees, and all wage payments are subject to applicable payroll taxes and withholdings.

This Agreement shall be automatically amended without requiring a written amendment hereto to reflect any Base Salary increases that are provided or required by the Employer's compensation policies for regular employees to include all salary increases on the same basis as cost-of-living adjustments to full-time non-civil service employees.

In addition, consideration may be given to an increase in compensation at any evaluation conducted pursuant to Section 15.

The Employer may reduce the Base Salary, other compensation, or any other financial benefit of the Employee only in the manner such reduction is applied in no greater percentage than the average reduction of the salary, compensation or benefits of all employees.

Section 4: Benefits

Employee shall continue to be eligible for any benefits provided to the Deputy City Manager classification.

Section 5: Vacation, Sick, and Military Leave

Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the same rate as other regular full-time non-civil service employees of the City of Denton. The Employee shall be entitled to military reserve leave time pursuant to applicable law and policy.

Section 6: Automobile

Employer will continue to pay the car allowance provided to Employee in the same amount and manner currently provided to the Employee as the Deputy City Manager.

Section 7: Retirement

Texas Municipal Retirement System (TMRS): For the duration of the Interim City Manager

assignment, Employee shall remain eligible for participation in TMRS in the same manner provided to the Deputy City Manager classification.

Employee may participate in the 457 deferred compensation plan to the same extent as all other employees.

Section 8. Termination

Termination by City. Employee understands and agrees that, in this interim assignment, Employee works at the will and pleasure of the City Council, and that Employee may be removed from the Interim City Manager position at any time, with or without cause, without any due process rights. Upon any such removal, or at the completion of the assignment, Employee will resume the position of Deputy City Manager.

Termination of Interim Assignment by Employee. Employee may voluntarily terminate this interim assignment at any time by giving not less than fourteen (14) days' notice. Upon receipt by the City of Employee's notice to voluntarily terminate pursuant to this provision, the City shall return Employee to the Deputy City Manager position at any date within that 14-day notice period. Employee will be paid for the Interim assignment for the days it was performed, with the Deputy City Manager salary resuming upon the effective date of return to that position.

Termination of Employment by Employee. Employee may voluntarily terminate employment with the City at any time by giving not less than fourteen (14) days' notice. Upon receipt of voluntary termination, the City may, at its option, relieve Employee of duty effective any date prior to the end of such period, provided that the City pays Employee all salary that would have been earned by the Employee through the balance of the notice period provided that such payment is not to exceed a 30 day notice period.

Return to Former Position. Employee currently holds the position of Deputy City Manager. City agrees to keep the Employee's Deputy City Manager position available during the Term of this Agreement. Should Employee's service as Interim City Manager be terminated, Employee may (at Employee's discretion) resume Employee's duties as the Deputy City Manager.

Section 9. Severance

Employer shall provide a minimum severance payment equal to all amounts then due and owing to the Employee, plus twenty (20) weeks' salary at the then-current rate of pay, less Employee's customary payroll deductions. This severance shall be paid in a lump sum to the Employee when employment is involuntarily terminated by the City for a reason other than misconduct as that term is defined by Texas Local Government Code Section Sec. 180.011 and is:

- A. During Employee's assignment as Interim City Manager if Employee is not allowed to resume the position of Deputy City Manager, or
- B. Before the one-year anniversary of the date Employee returns to the position of Deputy City

Manager.

Section 10. Automatic Termination of Agreement

This Agreement shall immediately and automatically terminate with no further action required by either party, and no further obligation of either party being required, on the date any of the following occurs:

- A. Employee is appointed as City Manager by adoption of resolution or ordinance,
- B. The one-year anniversary of the date Employee returns to the position of Deputy City Manager,
or
- C. Payment of the Severance provided for herein is made.

Section 11. Hours of Work

Employee is exempt under applicable wage and hour laws and is expected to engage in those hours of work necessary to fulfill the obligations of the position. Employee must be available to other staff and members of the public during City's regular hours of business, and generally Employee is expected to be working during such regular hours of business. Employee's position also requires frequent time worked outside of customary business hours (e.g. to attend City Council meetings or other functions on City's behalf). As such, Employee's daily and weekly work schedule will vary in accordance with the work to be performed, and in accordance with specific direction provided by the City Council.

Section 12. Ethical Commitments

Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fundraising activities for individuals seeking or holding elected office in the governing body, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office or position, or misuse of public time.

Employer shall support Employee in keeping the above commitments by refraining from any order, direction or request that would require Employee to undertake any of the aforementioned activities. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality and merit.

Section 13. Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment.

Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with the Employee's responsibilities under this Agreement. Any outside consulting or business opportunities shall be subject to prior approval by the Employer.

Section 14. General Provisions

Amendments. The Employer and Employee by mutual written agreement may amend this Agreement. Such amendments shall be incorporated into and made a part of this Agreement.

Appropriation. Employer has appropriated, set aside, and encumbered, and does hereby agree to budget and appropriate, set aside, and encumber, available and unappropriated funds of the municipality in an amount sufficient to fund and pay all financial obligations of Employer pursuant to this Agreement, including but not limited to the severance, indemnification, and other benefits set forth in this Agreement.

Binding Effect. This Agreement shall be binding on City and Employee and shall not be assignable or transferable, in whole or in part, by either party. Any such purported transfer or assignment shall be null and void.

Counterparts. The Agreement may be executed in two or more counterparts, including via electronically-transmitted signature, each of which shall be deemed an original, but all of which together shall constitute one-in-the-same document.

Effective Date. This Agreement shall become effective April 1, 2026, as specified in Section 2.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Employee and City agree that venue for any dispute shall be in Denton County, Texas.

Incorporation of Recitals. The recitals set out on the first page of this Agreement are hereby incorporated as if fully set out herein.

Indemnification. Employer shall provide legal defense and indemnification to Employee in accordance with Chapter 2, Article VIII, of the City of Denton Code of Ordinances, as amended.

Integration. This Agreement sets forth and establishes the entire understanding between City and Employee with respect to the interim appointment. Any prior discussions or representations by or between the parties regarding this appointment are merged into and rendered null and void by this Agreement. The parties by mutual written Agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

Representation by Counsel. The parties acknowledge and agree that each party was, or had the opportunity to be, represented by legal counsel with respect to the matters that are the subject of this

Agreement and that they are fully advised with respect to their respective rights and obligations resulting from signing this Agreement.

Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

Waiver. Any failure of a party to insist upon strict compliance with any term, undertaking, or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, signed and dated by the party granting the waiver.

Section 15. Performance Evaluation

City Council will conduct a mid-year review of Employee in August, 2026.

During this interim assignment, Employee is subject to the City Council's evaluation of performance, on day(s) and at times selected by the City Council.

The evaluation of the Employee shall at all times be conducted in executive session of the governing body, unless Employee expressly requests in writing the evaluation be open, and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee's evaluation with their respective legal counsel.

Section 16. Notices

Notice pursuant to this Agreement shall be given by personal service, by overnight delivery service (e.g. Federal Express), or by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

Employer:

*City of Denton
215 E. McKinney Street
Denton, TX, 76201
Attn: Mayor & City Attorney*

Employee:

*Cassandra Ogden
Mailing address last on file with City*

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission by overnight delivery or by the United States Postal

Service.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City of Denton

Employee

By: _____
Gerard Hudspeth, Mayor

By: _____
Cassandra Ogden