

RESOLUTION #2025-90

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CITY MANAGER EMPLOYMENT AGREEMENT WITH CHARLES L. SOSA; REPEALING ALL CONFLICTING RESOLUTIONS AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the chief administrator for the City of Kingsville ("City") is the City Manager and that position has been vacated due to the resignation of the prior City Manager who left in December 2024; and

WHEREAS, the City Commission is charged with filling the position of City Manager and on January 13, 2025 selected Clear Career Professionals to assist with the search and selection process to fill such vacancy, but did not select one of the applicants presented by the firm; and

WHEREAS, at a meeting on August 25, 2025, the City Commission appointed Interim City Manager Charles L. Sosa to the position of City Manager and on September 8, 2025 negotiated a contract with him; and

WHEREAS, it is mutually deemed sound, desirable, practicable, and beneficial for the parties to enter into the agreement attached hereto.

NOW THEREFOR, BE IT RESOLVED by the City Commission of the City of Kingsville, Texas:

I.

THAT the Mayor is authorized and directed as an act of the City of Kingsville, Texas to enter into a City Manager Employment Agreement with Charles L. Sosa in accordance with Exhibit A hereto attached and made a part hereof.

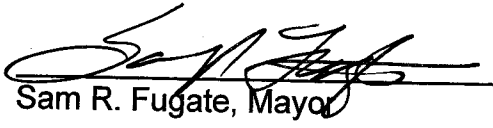
II.

THAT all resolutions or parts of resolutions in conflict with this resolution are repealed to the extent of such conflict only.

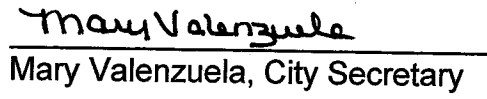
III.

THAT this Resolution shall be and become effective on and after adoption.

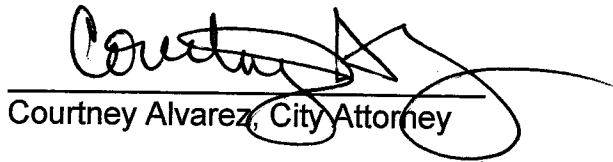
PASSED AND APPROVED by a majority vote of the City Commission on the 14th day of October, 2025.


Sam R. Fugate, Mayor

ATTEST:


Mary Valenzuela, City Secretary

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney

CITY MANAGER EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is made and entered into this the 14 day of October, 2025 by and between the **CITY OF KINGSVILLE, TEXAS** (hereinafter referred to as the "City"), a Texas home-rule municipality, and **CHARLES L. SOSA** (hereinafter referred to as "Manager"), both of which parties hereto understand and agree as follows:

WITNESSETH:

WHEREAS, City Commission desires to employ **CHARLES L. SOSA** as City Manager for the City of Kingsville, Texas; and

WHEREAS, it is the desire of Kingsville City Commission to provide certain benefits, establish certain conditions of employment, and to set certain working conditions of said **Manager**; and

WHEREAS, **CHARLES L SOSA** desires to accept employment as Manager, and an officer, of said City on the terms outlined herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and hereinbefore stated, the parties hereto agree as follows:

A. Duties and Responsibilities

As City Manager, Manager agrees to perform all duties and responsibilities as described in the City Charter, the Municipal Code, the ordinances of the City, and as reasonably directed by the City Commission. It is specifically understood and agreed that the Manager must establish Kingsville residency within one hundred-eighty (180) days of his start date and remain a Kingsville resident as long as he serves as Kingsville's City Manager.

B. Salary

The Manager will receive as starting annual salary of \$180,000 payable in equal installments on the same schedule as other City employees. At the end of the Manager's initial 6 months, and following a favorable performance evaluation, the City shall increase the annual salary of the Manager to \$185,000 payable in equal installments on the same schedule as other City employees. Thereafter, City agrees to consider increasing said salary and/or other benefits of Manager in such amounts and to such an extent as the City Commission may determine that it is desirable to do so, based on the annual performance evaluation and/or salary review of the Manager. The Manager agrees he will not receive any compensation from City (i.e. anniversary, step increases, longevity pay, COLA, or other incentives) not specifically mentioned herein.

C. Automobile Allowance

The City agrees to pay Manager an annual automobile allowance of \$4,800 payable in equal installments on the same schedule as other City officers or employees with automobile allowances.

The automobile allowance shall be subject to review from time to time by the City Commission and accordingly modified, if deemed necessary. This automobile allowance shall cover all automobile-related expenses incurred by Manager, including expenses for automobile repair, maintenance, insurance, operation and replacement. Manager shall receive additional reimbursement for excess mileage outside the area as defined in the City of Kingsville "Travel Policy."

D. Vacation Leave & Sick Leave

Vacation and Sick leave shall be calculated in accordance with the City of Kingsville "Administrative Policies and Procedures Manual". The Manager shall be provided with a bank of forty (40) hours of Vacation Leave on the commencement of employment. The Manager shall accrue 120 hours of vacation leave annually earned at a rate of 4.62 hours bi-weekly. The Manager shall accrue 80 hours of sick leave annually earned at a rate of 3.07 hours bi-weekly.

E. Health Insurance

The Manager shall be eligible for coverage by the City's group medical insurance plan. The Manager may elect to have his eligible dependents covered under the health plan with the City contributing a percentage of the premiums as established by the City Commission. The fixed rate for the monthly premium for the Manager and his eligible dependents (spouse or family coverage), should he elect to pay for such coverage, shall be the same as that paid by other city employees for the same type of coverage.

F. Life Insurance

The City agrees to provide the Manager with a basic life insurance plan equal to his annual salary for the term of this agreement. The City pays all premiums associated with this policy. The Manager may, at his option and at his cost, increase the basic life insurance plan amount, if such higher insurance is available under the City's life insurance plan.

G. Moving and Relocation Allowance

The City shall pay the Manager the lump sum of \$3,500 to cover his moving and relocation expenses within 30 days of commencement of the Manager's start date.

H. Termination and Severance Pay

In the event the City Commission decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of the City Manager, the City agrees to pay a lump sum cash payment (less any TMRS & taxes) equal to twenty (20) weeks full salary (salary & automobile allowance only) plus the value of vacation leave accrued during the term of this contract by, or credited to, the Manager prior to the termination as allowed by City Policy No. 630.04; provided, however, in the event that severance is paid to Manager, Manager agrees that he shall contemporaneously execute and deliver to the City a full release of any and all claims that he

may have against the City. The failure to execute and deliver such release shall nullify any obligation by the City to pay severance.

In the event the City Commission terminates the Manager's employment because of the commission of an illegal act, including but not limited to acts involving personal gain, corruption, misconduct or malfeasance in office, any felony, violation of the City Charter or the Administrative Policies and Procedures Manual or the City of Kingsville "Code of Ethics", then the City shall have no obligation whatsoever to pay any severance pay designated in this section.

I. Texas Municipal Retirement System

Contributions to Texas Municipal Retirement System (TMRS) are mandatory for all full-time employees. Contribution rates and other policies of the City's TMRS Plan are determined by the City Commission and are subject to change.

J. Performance Evaluation

It will be the responsibility of the Manager to work with the City Commission and develop performance criteria within six (6) months of his commencement date. The Commission must approve the performance criteria developed by the Manager. The Commission shall review and evaluate the performance of the Manager approximately six (6) months after the commencement date and then at least once annually utilizing the performance criteria approved by the Commission. The review of the Manager's performance shall be in writing and in accordance with criteria and format approved by the Commission. The Commission shall provide the Manager with a reasonable and adequate opportunity to discuss with the Commission and/or respond to the Manager's evaluation. The annual performance reviews and evaluations shall be reasonably related to the Manager's written job description and shall be based on the performance criteria jointly developed and adopted by the Commission and Manager. Adjustment of base salary, if any, is the sole discretion of the City Commission and will be effective on October 1st of each year.

K. Business Equipment and Expenses

The City shall provide the Manager with all necessary business equipment including personal computers and a cell phone with "smart phone technology." The Manager will be reimbursed for any other necessary business equipment or services not provided by the City according to City policy and guidelines.

L. Starting Date and Notice of Resignation

The Manager agrees to commence employment with the City no later than August 26, 2025. The Manager agrees to provide the City Commission with a minimum of 30 days' written notice if he chooses to resign his position and terminate this agreement.

M. Civic Activities

The Manager is encouraged to participate in community and civic organizations and activities. Membership dues and participation costs will be paid by the City, subject to annual appropriation by the City Commission.

N. Professional Dues, Education and Training

The City agrees to reimburse membership dues in ICMA and TCMA, and for reasonable expenses incurred in the attendance at annual conferences and/or regional conferences. Such reasonable expenses shall be defined as including conference registration fees, coach/economy airfares, hotel accommodations and meals in accordance with the City's Travel Policy. In addition, the City agrees to reimburse reasonable expenses incurred in attendance at one other professional development conference or training opportunity as approved by the Mayor or his designee. Developing and maintaining professional association contacts and standing provide the City with access to valuable resources, and reasonable participation and related travel by the Manager. All dues, continuing education and travel expenses are subject to annual appropriation by the City Commission.

O. Bonds

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

P. Indemnification

The City will defend, hold harmless, and indemnify Manager against any tort, professional liability claims or demand, or other civil legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of the duties as City Manager, except for intentional acts or acts of gross negligence or other acts not covered by the City's insurance carrier policy. The City will compromise and settle any such covered claim or suit, at its sole option, and settle any such covered claim or suit and pay the amount of any settlement or judgment rendered thereon allowed by law.

Q. Term of Agreement

This agreement shall be for a term not to exceed three (3) years from the start date of August 26, 2025. This agreement may be terminated in accordance with the provisions of Paragraph H and may be extended or renewed at any time during the term upon mutual agreement of the parties. If the City Commission takes no action regarding renewal of the Agreement prior to August 26, 2028, this Agreement automatically renews for an additional two (2) year term.

R. General Provisions

1. **Severability.** In the event any one or more of the sections, provisions or clauses contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

2. **Entire Agreement.** This Agreement incorporates all the agreements, covenants and understanding between the City and the Manager concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged onto this written Agreement. No other prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
3. **Amendment.** This Agreement shall not be modified or amended except by a written instrument executed by the Manager and the duly authorized representative of the Commission.

IN WITNESS WHEREOF, the City of Kingsville, Texas, has caused this Employment Agreement to be signed and executed on its behalf by its Mayor after being authorized to do so at a regular and duly posted meeting of the Kingsville City Commission, and the Manager has signed and executed this Agreement.

Signed this the 15th day of October, 2025.

CITY OF KINGSVILLE, TEXAS


Sam R Fugate, Mayor

ACCEPTED:


Charles L. Sosa

APPROVED AS TO FORM:


Courtney Alvarez, City Attorney