

**FIRST AMENDMENT TO
CITY MANAGER EMPLOYMENT AGREEMENT**

This First Amendment to City Manager Employment Agreement (“First Amendment”) is made and entered into as of the Effective Date by and between the City of Lake Dallas, a Texas, home rule municipality (the “City”), and John Cabrales Jr. (the “Manager”), (each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, the Parties entered into that certain City Manager Employment Agreement effective December 14, 2017 (“the Agreement”); and

WHEREAS, Section 5.1 of the Agreement presently provides for the City Council to conduct Manager’s annual review in 2019 and later years between October 1 and December 1 of each calendar year; and

WHEREAS, the Parties desire to amend the Agreement to provide for an earlier date for the Manager’s evaluation so that the evaluation may be completed prior to the beginning of each new fiscal year and to provide for a later notice date with respect to termination at the end of the Initial Term of the Agreement in order to allow the Council the opportunity to provide the Manager’s evaluation before the current notice deadline;

NOW, THEREFORE, for and in consideration of the agreements stated herein and other good and valuable consideration, the Parties agree as follows:

1. Section 5.1 of the Agreement is amended to read as follows:

5.1 Evaluation Process. The Council shall review the Manager’s job performance at least once annually with the first review being not later than November 1, 2018, the second review being not later than November 1, 2019, and subsequent annual reviews to occur between August 1 and September 30 of each year thereafter unless the Parties agree otherwise. The annual performance reviews and evaluations shall be in writing and in accordance with criteria and format developed jointly by the Council and the Manager. The Council shall provide the Manager a reasonable and adequate opportunity to discuss with the Council and/or respond to the Council's evaluation of the Manager. The annual performance reviews and evaluations shall be reasonably related to the Manager's written job description, the City Charter, and this Agreement, and other acts of the City Council setting forth the City Manager’s Duties, and shall be based, in whole or in part, on goals for the Manager's performance that are jointly developed and adopted by the Council and the Manager.

2. Section 6.5(a) of the Agreement is amended to read as follows:

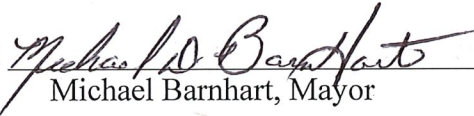
(a) The City Council shall deliver written notice to the Manager that it has voted to not extend this Agreement (i) not later than November 1, 2019, if the Agreement will terminate upon the end of the Initial Term of this Agreement, and (ii) not later than October 1st of each year after 2019 if the Agreement will terminate upon the end of an Extended Term.

3. Except as amended by this First Amendment, the Agreement remains in full force and effect.

4. The First Amendment shall be effective on the date it is signed by the City's Mayor and Manager, but in no case shall this Agreement be of any force and effect until approved by a resolution or motion of the City Council as provided by the City Charter.

SIGNED AND AGREED this 26th day of September, 2019.

CITY OF LAKE DALLAS

By: 
Michael Barnhart, Mayor

ATTEST

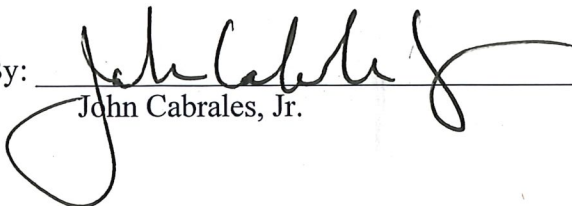
By: 
Codi Delcambre, City Secretary

APPROVED AS TO FORM

By: 
Kevin B. Laughlin, City Attorney

SIGNED AND AGREED this 26th day of September, 2019.

MANAGER

By: 
John Cabrales, Jr.