

STATE OF TEXAS

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**CITY MANAGER AGREEMENT  
OF EMPLOYMENT**

COUNTY OF DALLAS

THIS AGREEMENT OF EMPLOYMENT ("Agreement") is made and entered into this 22<sup>nd</sup> day of January 2025 by and between the City of Dallas ("City") and Kimberly Bizer Tolbert ("City Manager"), and evidences the following:

**RECITALS**

The City desires to employ the services of Kimberly Bizer Tolbert, as City Manager of the City of Dallas, in accordance with applicable provisions of the Dallas City Charter and Dallas City Code, as amended. Kimberly Bizer Tolbert desires to accept employment as City Manager of the City of Dallas.

**AGREEMENT**

I. APPOINTMENT

City hereby appoints Kimberly Bizer Tolbert as City Manager of the City of Dallas beginning January 22, 2025, to perform the functions and duties specified in the City Charter and the City Code and to perform such other legally permissible and proper duties and functions as City Council may from time-to-time assign.

II. TERM

Kimberly Bizer Tolbert shall serve as City Manager for an indefinite term, commencing January 22, 2025, but may be removed at any time in accordance with the provisions of the Charter and **upon a two-thirds vote** of the members of City Council as permitted by Section 1, Chapter VI, of the City Charter.

III. COMPENSATION

(a) City agrees to pay the City Manager for her services the annual base salary of **FOUR HUNDRED AND FIFTY THOUSAND DOLLARS AND 00/100 (\$450,000.00)** payable in installments in the same manner and at the same time as other civilian employees of the City are paid, and subject to the same applicable deductions for employee benefit contributions and other legally required deductions.

(b) The City and City Manager agree that City Council may determine whether to increase the base salary and/or other benefits of the City Manager on the basis of a salary and

performance review made at least annually by City Council, meeting with the City Manager after a report and recommendation by a committee appointed by the Mayor. The salary and performance review process shall commence on January 23, 2026, and each January 23, annually thereafter and be completed not later than April 15, 2026, and each April 15, annually thereafter. If the City Manager's salary and performance review is not completed by April 15, 2026, and each April 15, annually thereafter, the City Manager's annual base salary shall automatically increase on April 16, 2026, and each April 16, annually thereafter, the same as the average percentage appropriated for civilian employee merit increases in that fiscal year until City Council completes its annual salary and performance review of the City Manager. In this Agreement, a salary and performance review is complete once City Council meets in open or closed session in accordance with the Texas Open Meetings Act to discuss/deliberate the salary and performance review of the City Manager and communicates to the City Manager that City Council has completed such salary and performance review.

#### IV. HOURS OF WORK

It is recognized that the City Manager must devote a great deal of her time outside normal office hours to business of the City, and in consideration of that responsibility, the City Manager will be allowed to take reasonable time off as she shall deem appropriate during normal office hours.

#### V. OTHER EXPENSES AND EQUIPMENT

(a) The City agrees to reimburse the City Manager for expenses incurred in the conduct of City business including dues for a dining facility and the hosting of business meetings.

(b) The City agrees to provide City-owned equipment reasonably necessary to enable the City Manager to perform the duties of her office, including a laptop for use in her home and a hand-held communication device. At termination of employment, all City owned equipment will be immediately returned to the City.

#### VI. RESIDENCE IN DALLAS, REAL PROPERTY, AND OTHER BUSINESS INVESTMENTS

(a) In accordance with Section 1, Chapter VI of the City Charter, the City Manager shall be a resident of the City of Dallas during the term of appointment.

(b) Kimberly Bizer Tolbert agrees that she shall not have or acquire ownership interests in any real property in the City of Dallas, other than her residence, during her term as City Manager, without first obtaining the approval of City Council.

(c) Kimberly Bizer Tolbert agrees that she shall not engage in any joint business activities with any other City employee during her term as City Manager.

## VII. PROFESSIONAL DEVELOPMENT AND CIVIC SERVICE

(a) The City agrees to pay the travel and subsistence expenses of the City Manager for professional and official travel, meetings, and occasions adequate to continue her professional development and to adequately pursue necessary official and other functions for the City, including the Annual Conference of the International City Management Association, the Texas Municipal League, and such other international, national, regional, state, and local governmental groups, boards, and committees of these organizations that the City Manager serves as a member.

(b) The City agrees to pay for the travel and subsistence expenses of the City Manager for short courses, institutes, and seminars that are necessary for her professional development and for the good of the City.

(c) The City agrees to pay for the dues and subscriptions of the City Manager necessary for her continuation and full participation, including the holding of office in international, national, regional, state, and local professional and civic associations and organizations necessary and desirable for her continued professional and civic participation, growth, and advancement, and for the good of the City.

## VIII. TERMINATION

If the City Manager is removed **upon a two-thirds vote** of the members of the City Council, as permitted by Section 1, Chapter VI of the City Charter, the City shall provide sufficient vacation leave, including Kimberly Bizer Tolbert's existing vacation leave balance, for Kimberly Bizer Tolbert to be eligible for retirement under Dallas City Code Chapter 40A. Provided, however, that if Kimberly Bizer Tolbert is removed because she is convicted of an offense involving moral turpitude, any criminal act involving the performance of her duties, or any criminal act of any degree of felony, then this section shall not apply.

## IX. BENEFITS AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

(a) In addition to the benefits provided in this Agreement, all provisions of the City Charter, City Code, and regulations and rules of the City relating to vacation, sick leave, retirement system contributions, holidays, compensatory time, and other fringe benefits and working conditions as they now exist or may be amended, also shall apply to Kimberly Bizer Tolbert as they would to other employees of City, insofar as those provisions, regulations, and rules are not inconsistent with this Agreement.

(b) The City agrees to provide a City vehicle for the City Manager's transportation needs related to City business, including City resources to assist with transportation needs related to City business, and including incidental personal use in compliance with city rules, regulations, and City code as well as state and federal law.

(c) The City shall also procure a policy of indemnity against professional liability or, in the alternative, assume liability on behalf of Kimberly Bizer Tolbert in accordance with Dallas City Code Chapter 31A, "Officer and Employee Liability Plan," against a loss arising out of any

claim, suit, or judgment resulting from an act or omission of the City Manager during the discharge of her duties and within the scope of her office while employed as the City Manager for the City.

(d) Before resigning her position, Kimberly Bizer Tolbert agrees to give City Council at least sixty (60) days' notice in writing of her intent to resign, stating the reasons for the resignation.

(e) The City Agrees to pay to the City Manager 75 percent of the maximum amount permitted pursuant to Section 457 of the Internal Revenue Code on January 23, 2025, and annually thereafter on January 23, for contribution by City Manager to a deferred compensation program of her choice.

X. VACATION/SICK LEAVE

(a) As a condition of this Agreement, the City Manager shall, on an annual basis, use a minimum of two weeks accrued vacation time.

(b) Upon termination of employment from the City, the City agrees to pay Kimberly Bizer Tolbert a lump sum amount equal to the value of any accrued vacation leave remaining to her credit.

(c) Upon termination of employment from the City, the City agrees to pay Kimberly Bizer Tolbert a lump sum amount equal to the value of any accrued sick leave (not to exceed 720 hours) remaining to her credit.

**EXECUTED** this the 22<sup>nd</sup> day of January 2025.

APPROVED AS TO FORM  
TAMMY L. PALOMINO  
City Attorney

CITY MANAGER  
City Manager

BY   
Assistant City Attorney

BY   
Assistant City Manager

  
KIMBERLY BIZOR TOLBERT

01/22/25