

COLLEGE STATION CITY ATTORNEY 2026-2031
EMPLOYMENT AGREEMENT WITH ADAM C. FALCO

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 **Adam C. Falco** (the “Employee”) for the appointed position of City Attorney; and

WHEREAS, the City of College Station, the Employer, desires to employ the professional legal services of Adam C. Falco, the Employee, as City Attorney for the City of College Station and Employee desires to accept employment as City Attorney of the City of College Station, Texas; and

WHEREAS, the Employee is currently employed by Employer since February 21, 2007, and has been Employee’s appointed City Attorney since August 29, 2022; and

WHEREAS, Employer desires to establish certain employment contractual conditions and preserve the ethical and legal responsibilities of the City Attorney and working conditions of Employee; and

WHEREAS, Employer desires to (1) secure and retain the professional legal services of Employee and to provide incentive and 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 job security, and (3) the City Attorney should be free from improper or inappropriate pressures ensuring the City Attorney can act within the ethical and legal bounds of the legal profession to represent the City Council as his client; and

WHEREAS, the Parties acknowledge that Employee is a member of the State Bar of Texas in good standing and that Employee is subject to the Texas Rules of Professional Conduct; and

NOW, THEREFORE, and in consideration of good and valuable consideration, the receipt and sufficiency are acknowledged, and the performance of the mutual covenants in this Agreement, the Parties agree as follows:

SECTION 1. DUTIES. Employer agrees to employ Employee as City Attorney to perform functions and duties specified by law, by the City of College Station Charter and by City Ordinance and to perform other legally permissible and proper duties and functions for Employer.

SECTION 2. TERM.

A. Five Year Term. The Agreement term is from the Effective Date until five (5) years from the Effective Date, unless otherwise terminated as stated in this Agreement. Employee shall continue employment and will serve at the will of a majority of the City Council and subsequent City Councils.

- B. Resignation and Retirement.** Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign or retire at any time from his position with the Employer. Upon termination without cause or upon agreement with the Council the Employee will be paid the Severance Pay, plus any other benefits as other City employees and as stated in this Agreement as soon as practical.
- C. Exclusive 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 after termination, resignation or retirement. The term “employed” shall not be construed to include occasional teaching, writing or speaking related to the legal profession.
- D. Renewal.** Before the expiration of this Agreement, the Employer and Employee may mutually agree to renew, renegotiate or extend this Agreement in writing.

SECTION 3. PLACEMENT ON PAID ADMINISTRATIVE LEAVE. Employer may place Employee on paid administrative leave with full pay and benefits at any time, but only if:

- A.** A majority of the City Council and Employee agree, or
- B.** Administrative Leave by Mayor:
 - (1)** If a serious credible allegation of misconduct against the Employee arises and immediate action must be taken to ensure the integrity of City operations, the Mayor may place Employee on paid administrative leave until the next regular or special City Council meeting.
 - (2)** The Mayor must provide a written explanation detailing the serious credible allegation of misconduct to the Employee and the City Council at least three (3) days before the next regular or special City Council meeting.
 - (3)** The Mayor must inform the City Council and Employee of the allegation at the Council Meeting at a hearing which may be held in executive session, at the option of the Employee.
 - (4)** The Mayor may ask the City Council to ratify his action and a majority of the City Council may vote to place Employee on paid administrative leave and investigate Employee for cause provided. If the Council does not vote to ratify the Mayor’s detailing of the allegations and does not vote to place Employee on Administrative Leave, then the Employee is no longer on leave and returns to regular duty.
 - (5)** After an investigation is completed, the Employee may request a hearing at the next special or regular City Council meeting to rebut any findings or disciplinary actions.

SECTION 4. TERMINATION AND SEVERANCE PAY.

A. Termination for Cause or Misconduct. Employee will serve as City Attorney at the pleasure of a majority of the City Council.

(1) The Council may terminate the Employee for cause or misconduct, including but not limited to: willful and serious misconduct, misappropriation of City assets, intentional or material violations of the City personnel policies, indictment, filing of an information from a crime of moral turpitude, or, a sanctionable violation of Texas Rules of Professional Conduct.

(2) After an investigation of the allegations is concluded and shared with the City Council in executive session, a hearing will be provided to Employee, which may be held in executive session at Employee's option. Before the City Council votes to terminate Employee for Cause or Misconduct, and at least ten (10) days before the City Council sets a hearing, the City Council will provide Employee notification of the Cause or Misconduct findings. The hearing will be for the City Council to hear from Employee and the hearing will be held in executive session at the Employee's option. If the Employee is terminated for cause or misconduct, Employee will not receive Severance Pay.

B. 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 in writing, or Employee resigns or retires. If the reasonable offer is rejected or not accepted by the Employee, employment is terminated. For this section a reasonable offer is his Base Salary and any other compensation, the same terms as this Agreement, including all benefits and length of agreement, and any additional compensation increases that are similar to other pay increases offered to other City Council appointed employees.

C. Salary. Total compensation includes a Base Salary as defined in this Agreement and also includes all written adjustments to date. Salary paid as Severance Pay shall be paid in lump sum at the effective date of termination without cause or by mutual agreement, or nearest regular pay day thereafter at Employer's discretion.

D. Resignation. Employee may resign or retire from his employment as City Attorney during the term of this Agreement by giving written notice to the Mayor at least sixty (60) days before the resignation or retirement date.

E. Severance Pay. The Employer is obligated to pay Severance Pay upon termination without cause or upon mutual agreement, plus any other benefits as other City employees and as stated in this Agreement. Severance Pay is the maximum allowed by Texas law as of the Effective Date and will be calculated based on total

compensation including, Base Salary, any other compensation, car allowance, and deferred compensation.

SECTION 5. SALARY.

- A. Base Salary.** For consideration of Employee's professional legal services Employer agrees to pay Employee a Base Salary of \$264,826.72, payable in installments at the same time as other employees of the Employer are paid plus other benefits as stated in this Agreement and any benefits provided to other employees. In addition to the annual Base Salary above, Employer agrees to pay Employee a lump sum payment of seven percent (7%) of his Base Salary at the end of every one (1) year term of the Agreement based on the Effective Date. The lump sum payment will be paid on the next paycheck and will be reduced by all applicable payroll taxes and TMRS employee contributions. The lump sum will be prorated upon any separation of employment.
- 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 based on Employee's annual performance reviews. The Employee's annual increase will be no less than the annual cost of living increase paid to all other City employees.

SECTION 6. PERFORMANCE EVALUATION.

- A. Review Period.** The City Council shall review and evaluate the performance of the Employee at least once annually, generally between September and October every year.
- B. Goals and Performance Objectives.** Annually, the City Council and Employee may define any goals and performance objectives which are determined necessary for the proper operation of the City Attorney's Office.

SECTION 7. AUTOMOBILE ALLOWANCE. The Employee is required to be on call for twenty-four (24) hour service and must have access to a vehicle for City business. Employer shall pay Employee a car allowance in an amount no less than that of other City Directors. The Employee is responsible for the purchase, maintenance, insurance, taxes, etc., for a vehicle. 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.

- A. Vacation.** Employer agrees to pay all of Employee's accrued vacation days upon Employee's resignation, retirement, or termination. Payment to Employee of his

accrued vacation is not included in Severance Pay calculations of this Agreement and shall be considered separate from it.

B. Vacation and Sick Days. Employee will accrue the same number of vacation days per year in accordance with City policy. Employee will accrue sick days the same as other employees.

SECTION 9. INSURANCE. Employee is entitled to receive full medical and dental, life, workers' compensation, disability insurance coverage and benefits and any other benefit as provided to other employees of Employer.

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. Employee will continue enrollment in the Texas Municipal Retirement System (TMRS).

SECTION 11. DUES AND SUBSCRIPTIONS. Employer agrees to budget and to pay for the Employee's professional, civic dues and subscriptions 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 Attorney and for the good of the Employer.

SECTION 12. PROFESSIONAL DEVELOPMENT. Employer agrees to budget for and pay the Employee's travel and other expenses that are eligible under Employer's employee policy, for professional and official travel, meetings and occasions adequate to continue the required professional development of Employee and to adequately pursue necessary official and other functions for Employer, including but not limited to, the annual and midyear conference of the International Municipal Lawyers Association (IMLA) and Texas City Attorneys Association (TCAA) including any meetings, and other such national, regional, state and local governmental groups and committees 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 Employer agrees to reimburse or to pay for those general expenses in accordance with the procedures applied to other employees of Employer.

SECTION 14. INDEMNIFICATION. THIS SECTION IS SUBJECT TO CITY ORDINANCE SEC. 2-48 INDEMNIFICATION OF ELECTION AND APPOINTED OFFICIALS AND CITY EMPLOYEES. EMPLOYER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY EMPLOYEE AGAINST ANY AND ALL CLAIMS, ANY TORT, PROFESSIONAL LIABILITY CLAIMS, CAUSES OF ACTION, JUDGEMENTS, COSTS OR DEMANDS OR ANY OTHER LEGAL ACTION, WHETHER GROUNDLESS OR OTHERWISE, ARISING OUT OF OR

CONNECTED WITH AN ALLEGED ACT OR OMISSION OCCURRING IN THE PERFORMANCE OF EMPLOYEE'S DUTIES AS CITY ATTORNEY, OTHER THAN THOSE ACTS SPECIFIED IN 2-48(D). EMPLOYER WILL DEFEND AND LITIGATE OR COMPROMISE AND SETTLE ANY SUCH ACTION, CLAIM, DEMAND OR SUIT AND PAY THE AMOUNT OF ANY SETTLEMENT OR JUDGMENT. THIS SECTION SHALL SURVIVE THIS AGREEMENT AFTER ANY SEPARATION, RESIGNATION, RETIREMENT OR TERMINATION OF EMPLOYEE.

SECTION 15. OTHER TERMS AND CONDITIONS OF EMPLOYMENT. All provisions of the City Charter, City Ordinances and policies of the Employer relating to sick leave, retirement and pension system contributions, holiday, and other benefits and working conditions as they now exist or as amended, also apply to the Employee as they would to other employees of the Employer, in addition to the benefits enumerated specifically for the benefit of Employee as in this Agreement.

SECTION 16. GENERAL PROVISIONS. This Agreement is 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, which may be electronic, each of equal dignity.

SECTION 17. APPROPRIATION. City Council has appropriated, set aside and encumbered, and does appropriate, set aside, and encumber, available and otherwise lawfully available, unappropriated funds of Employer in an amount sufficient to fund and pay the Employee's total compensation, Severance Payment and benefit obligations of Employer in this Agreement.

SECTION 18. EFFECTIVE DATE. This Agreement is effective on the Effective Date, which is the date the Agreement is fully executed.

SIGNATURE PAGE TO FOLLOW

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

EMPLOYEE

By: Adam C. Falco
Adam C. Falco, City Attorney
4/2/2026
Date

CITY OF COLLEGE STATION

By: John P. Nichols
Mayor
4/10/2026
Date

ATTEST:

Isanya Smith
City Secretary
4/10/2026
Date

APPROVED:

Bryan C. Woods
City Manager
4/10/2026
Date

Jim Castro
Assistant City Manager/CFO
4/2/2026
Date