

CITY MANAGER SEVERANCE AGREEMENT
City of Tyler, Texas

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF SMITH §

THIS SEVERANCE AGREEMENT (hereinafter referred to as the "Agreement") is made and entered to be effective the day of, August 13th, 2025, by and between the **CITY OF TYLER TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); and **EDWARD A. BROUSSARD** (hereinafter referred to as "Manager"), both of which parties hereto understand and agree as follows:

WHEREAS, on or about August 13, 2025, the City and Manager entered into an employment agreement concerning the services of Manager (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, the City Council of the City of Tyler, Texas, finds it is in the best interest of the City of Tyler, Texas, to address any severance payment provided to Manager in the event the City Council decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of the City Manager.

NOW, THEREFORE, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Manager agree as follows:

SECTION 1. FINDINGS INCORPORATED.

The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. TERM.

This Agreement shall be effective as of the Effective Date of this Agreement and shall continue thereafter through the term of the Employment Agreement, as amended, unless terminated sooner under the provisions hereof.

SECTION 3. DEFINITIONS.

The following words shall have the following meanings when used in this Agreement.

3.1. Agreement. The word "Agreement" means this Severance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

3.2. City. The word "City" means the City of Tyler, Texas, a Texas home-rule municipality. For the purposes of this Agreement, the City's address is 212 N. Bonner Ave., Tyler, Texas, 75702

3.3. Effective Date. The words "Effective Date" mean the date of the latter to execute this Agreement by and between the City and Manager.

3.4. Employment Agreement. The words "Employment Agreement" mean the Employment Agreement by and between the City and Manager, as amended.

3.5. Manager. The word "Manager" means Edward A. Broussard, City Manager of the City of Tyler, Texas.

3.6. Term. The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

SECTION 4. AFFIRMATIVE OBLIGATIONS.

The City and Manager covenant and agree that while this Agreement is in effect, it shall comply with the following terms and conditions:

4.1. Severance Pay.

4.1.1. Except as provided for in this Section 4., in the event the City Council decides to terminate Manager's employment during such time Manager is willing and able to continue performing the duties of Manager, then the City shall provide a one-time severance payment equal to the total amount of (a) the value of nine months of the Manager's then current base salary, plus (b) the value of any accrued but unused Paid Time Off days, computed on an hourly basis determined by dividing the Manager's then current base salary by 2080 hours, plus (c) an amount that equals Seven-Thousand Five-Hundred dollars (\$7,500) to assist with any health insurance coverage that may be available to the Manager at the time of termination. The City shall not be responsible for providing or finding health insurance for the Manager upon said termination.

4.1.2. The one-time severance payment shall be in return for a full and complete release to the fullest extent permitted by law from the Manager in favor of the City of any and all claims the Manager may have against the City. Only after the Manager signs and provides a signed release of claims shall severance be paid. The failure to execute and deliver such release shall nullify any obligation by the City to pay severance. The City shall endeavor to pay severance to the Manager in the next regular payroll cycle.

4.2. No Severance Payment.

4.2.1. In the event: (1) that the City and Manager mutually agree to terminate the Manager's employment in writing, or (2) the Manager voluntarily resigns, or (3) of the retirement, or (4) of the death of the Manager, there shall be no obligation by the City to pay any Severance Pay; however the City shall provide payment to the Manager for any earned but unpaid base salary and any accrued but unused Paid Time Off days payable or otherwise owed to Manager up to and through the date of termination.

4.2.2. In the event the City terminates 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, then the City shall have no obligation to pay any severance pay designated in this section.

SECTION 5. TERMINATION.

This Agreement shall terminate automatically without further notice to Manager or City upon: (1) termination of the Employment Agreement; and/or (2) payment of the severance pay as provided in Section 4(a) of this Agreement by City to Manager, and consistent with the terms of the Employment Agreement.

SECTION 6. MISCELLANEOUS PROVISIONS.

The following miscellaneous provisions are a part of this Agreement:

6.1. Amendments. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

6.2. Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Smith County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Smith County, Texas.

6.3. Assignment. This Agreement may not be assigned without the express written consent of the other party.

6.4. Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

6.5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

6.6 Entire Agreement. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

6.7. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included. The parties agree that the court or arbitrator making such determination shall have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases or to replace any illegal, unenforceable or void term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

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SIGNED THIS THE 13 DAY OF August, 2025.

CITY OF TYLER, TEXAS
A Texas home-rule municipality,

By: 
Donald P. Warren,
Mayor of the City of Tyler, Texas

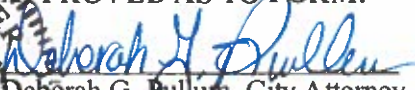
MANAGER:

By: 
Edward A. Broussard
City Manager, City of Tyler, Texas

ATTEST:


Cassandra Brager, City Clerk

APPROVED AS TO FORM:


Deborah G. Pullum, City Attorney

