

STATE OF TEXAS §

COUNTY OF BRAZORIA §

### MUTUAL EMPLOYMENT SEPARATION AGREEMENT

This Mutual Employment Separation Agreement ("Agreement") is made and entered into and effective as of 9-24, 2026, by and between the City of Manvel, a Texas home-rule municipal corporation (the "City") and Keith Traylor, an individual, ("Traylor"). Collectively, both entities shall be known as the "Parties."

#### WITNESSED:

**WHEREAS**, Traylor has been employed by the City, most recently in the position of Director of Public Safety and Chief of Police, and has served in law enforcement for approximately forty-four (44) years, including approximately thirteen (13) years with the City;

**WHEREAS**, on September 10, 2026, Traylor tendered his notification of voluntary retirement; and

**WHEREAS**, the Parties have agreed that Traylor's employment with the City will end effective **September 30, 2026** (the "Separation Date"), acknowledged as a voluntary retirement, on the terms set forth in this Agreement; and

**WHEREAS**, the City and Traylor mutually agree that it is in the best interest of the City and Traylor that the City accept the retirement of Traylor and to address consideration and retirement related issues upon the terms of this approved Mutual Employment Separation Agreement; and

**WHEREAS**, this Agreement is entered into voluntarily by both Parties and is not, and shall not be construed as, an admission of liability, wrongdoing, or violation of any law, policy, or contract by either Party;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants of each to the other contained herein, the parties hereto do covenant and agree as follows:

#### Terms of the Agreement

##### 1. Separation Date and Acknowledgement.

- 1.1 Employee's employment with the City shall end effective as of the Separation Date.
- 1.2 The separation shall be acknowledged in all internal and external records, communications, and reports (including any TCOLE Form F-5), solely as a voluntary retirement in good standing.
- 1.3 The City shall not describe, and shall not permit any officer, official, or employee of the

City to describe, the separation as a termination, a termination for cause, or a resignation in lieu of termination.

## **2. Consideration to Employee**

2.1 Salary Continuation. The City shall continue to pay Employee's regular base salary, at Employee's current rate of pay and through the City's regular payroll practices, through and including the Separation Date of **SEPTEMBER 30, 2026**. During this time, Traylor agrees to be reasonably available to answer questions and discuss transition matters when asked by the City Manager.

2.2 Payout of PTO. The City and Traylor both agree that Traylor shall be provided all FINAL WAGES AND BENEFITS due and accrued to Traylor as of the date this Agreement is formally approved and executed by the parties hereto, up to the date stated in (a) above. The FINAL WAGES AND BENEFITS earned through the date of the approval and execution of this Agreement include:

1. wages;
2. accrued PTO leave paid at the hourly equivalent current wage rate (currently shown as 370.65 hours);

### **2.3 Health Care Continuation.**

(a) Beginning on the Separation Date and continuing without interruption until the earlier of (i) the date Employee reaches age sixty-five (65), or (ii) Employee's death (the "Health Care Term"), the City shall continue to provide Employee, and any eligible dependents currently enrolled, with coverage under the City's group health plan (or a substantially equivalent successor plan) at the same level of coverage, and at the same City-paid contribution rate, as provided to all other city employees and retirees, which may vary from year to year

(b) Dependents may lose coverage, per law, city policy, and/or insurance plan, if they reach an age where they are no longer eligible for coverage.

(c) If the City fails to timely pay premiums or otherwise ceases to provide coverage required by this Section 2.3, Employee may obtain substantially equivalent replacement coverage (including COBRA or private coverage), and the City shall reimburse Traylor for all reasonably incurred premium and out-of-pocket costs of that replacement coverage for the remainder of the Health Care Term, within fifteen (15) days of receiving an invoice or proof of payment from Employee.

2.4 Retirement Contributions. The City confirms that it has made, and will continue to make through the Separation Date, all contributions to the Texas Municipal Retirement System ("TMRS") required under applicable law and the City's TMRS plan provisions on account of

Traylor's service. The City makes no commitment to contribute to TMRS on Traylor's behalf for any period after the Separation Date. Nothing herein is intended to reduce any retirement benefit or service credit to which Traylor is already entitled to.

2.5 No Other Compensation or Benefits. Except as expressly set forth in this Section 2, Traylor acknowledges that Traylor is not entitled to, and will not seek, any other wages, salary, bonus, incentive compensation, paid leave, or employee benefit of any kind from the City.

2.6 To the extent the amounts paid to Traylor shall be considered compensation, the City shall withhold and submit all related Federal withholding and Social Security and Medicare taxes, as provided by law.

2.7 Traylor shall be allowed a reasonable time to remove personal effects and return city property. Traylor shall coordinate this with City's Human Resources director. The City shall provide Traylor with a receipt for returned property and a certified copy of Traylor's personnel file, upon request.

2.8 Traylor agrees to reasonably cooperate in the transition by assisting the City and staff with imparting his knowledge and history of current issues and items in progress within the City. No additional costs would be involved. This Agreement is not intended to require Traylor's cooperation to unreasonably interfere with Traylor's future employment, retirement, personal obligations, or other commitments, and reasonable advance notice will be provided to Traylor.

### **3. Personnel File, TCOLE Record, and Reference Protections**

3.1 As of the date this Agreement is signed by Traylor, Traylor's personnel file contains no document, record, notation, memorandum, evaluation, or other material relating to the any inquiry, or any complaint or disciplinary matter, other than what currently exists in the file made available to Traylor's counsel. The City shall not create, add, insert, or permit to be added to Traylor's personnel file, or to any record maintained by or reported to the Texas Commission on Law Enforcement ("TCOLE"), any document, notation, finding, or communication that: (a) references, describes, or relies upon any inquiry; (b) characterizes Traylor's separation as anything other than a voluntary retirement in good standing; or (c) is otherwise disparaging of Traylor.

3.2 Any TCOLE Form F-5 or other separation report filed by the City shall state that Traylor's employment ended due to voluntary retirement, shall not indicate a disciplinary suspension, and shall not indicate that Traylor was under investigation at the time of separation.

3.3 In response to any reference request or inquiry from a prospective employer, licensing authority, media outlet, or other third party, the City shall provide only a neutral reference confirming Traylor's dates of employment, positions held, and final rate of pay, unless (a) Traylor authorizes disclosure of additional information in writing, or (b) the City is compelled to disclose additional information by the Texas Public Information Act, subpoena, or other legal process, in which case Section 4.3 governs.

3.4 Effect of Violation. Sections 3.1 through 3.3 are a material inducement for Traylor to sign this Agreement. Notwithstanding Section 10 (Severability), if the City materially violates Section 3.1, 3.2, or 3.3, then, upon written notice from Traylor identifying the violation and the City's failure to cure within thirty (30) days: (a) this entire Agreement becomes null and void at Traylor's election; (b) Traylor shall have no obligation to repay, return, or offset any consideration already paid or provided under Section 2; and (c) any claim, cause of action, or right released or waived by Traylor under Section 6 is automatically revived and restored as if never released. Any statutory or administrative deadline applicable to a revived claim, including the 180-day or 300-day EEOC charge-filing period, shall be tolled for the entire period between the Effective Date (as defined in Section 6.5) and the date of the City's violation, to the extent permitted by law, so that Traylor has no less time to pursue a revived claim than Traylor had as of the Effective Date.

#### **4. Non-Disparagement**

4.1 Traylor agrees not to make any false, malicious, or knowingly misleading statement, written or oral, about the City, its City Council, City Manager, or department directors.

4.2 The City agrees that its City Council members, City Manager, and department directors shall not make any false, malicious, or knowingly misleading statement, written or oral, about Traylor, and shall direct such individuals accordingly.

4.3 Nothing in Section 4.1 or 4.2, or elsewhere in this Agreement, restricts either Party, or Traylor's counsel, from: (a) providing truthful testimony or information in response to a subpoena, court order, or other compelled legal process; (b) communicating truthfully with TCOLE, the EEOC, the Texas Workforce Commission, or any other governmental or law enforcement agency; (c) making any disclosure required by the Texas Public Information Act; (d) responding truthfully to a lawful open records request; or (e) taking any action necessary to enforce this Agreement.

#### **5. Confidentiality and Speech**

5.1 The Parties acknowledge that this Agreement involves the expenditure of public funds by a governmental body and, once executed, is a public record subject to the Texas Public Information Act. Nothing in this Agreement prohibits, restricts, or penalizes Traylor for disclosing the existence of this Agreement, its terms, or the amount of any payment made under it.

5.2 Traylor is not restricted from speaking on matters of public concern, from testifying truthfully in any legal or administrative proceeding, or from responding truthfully to inquiries from any government body or agency. Traylor may describe the separation using the characterization set forth in Section 1.

**6. Mutual Release of Claims.** The City and Traylor mutually and reciprocally agree to release claims against each other, if any.

6.1 **Mutual release.**

(a) In exchange for the consideration described in Section 2, which Traylor acknowledges exceeds anything to which Traylor would otherwise be entitled, Traylor, on behalf of Traylor and Traylor's heirs, executors, administrators, and assigns, knowingly and voluntarily releases and forever discharges the City, and its past and present officials, City Council members, officers, employees, and agents, in their official and individual capacities (collectively, the "Released Parties"), from any and all claims, demands, causes of action, and liabilities of any kind, known or unknown, arising out of or relating to Traylor's employment with the City or the separation of that employment, through the date Traylor signs this Agreement, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act ("ADEA"), the Americans with Disabilities Act, the Family and Medical Leave Act, the Texas Commission on Human Rights Act / Texas Labor Code Chapter 21, the Texas Whistleblower Act, and any other federal, state, or local statute, ordinance, regulation, or common-law theory, whether for tort, contract, or otherwise.

(b) Upon full satisfaction of all obligations contained herein, City agrees to release any claims the City has or might have had against Traylor, if any. City's release releases Traylor, his estate, spouse and dependents, and attorney from any and all claims or liability, for damages, attorney's fees or other legal or equitable relief arising from or during his employment, and any subsequent events related thereto.

6.2 **ADEA specific provision.**

(a) Both parties agree that this agreement covers the release of any claims arising under the federal **Age Discrimination in Employment Act of 1967, as amended ("ADEA")**, 29 U.S.C. §§ 621–634. Traylor acknowledges and agrees that this waiver of rights and claims under the ADEA is intended to satisfy the requirements of the **Older Workers Benefit Protection Act of 1990 ("OWBPA")** and 29 U.S.C. § 626(f). Traylor acknowledges that the consideration provided under this Agreement is consideration in addition to anything of value to which Traylor is already entitled and is being provided in exchange for, among other things, Traylor waiver and release of claims under the ADEA.

(b) **Advice to Consult an Attorney.** The City advises Traylor herein he has the right to consult with an attorney before executing this Agreement. Traylor acknowledges that Traylor has been afforded a full and fair opportunity to obtain and receive advice from independent legal counsel concerning this Agreement, including the ADEA and OWBPA provisions contained herein, and that Traylor has either consulted with counsel or knowingly and voluntarily elected not to do so.

(c) **Twenty-One-Day Consideration Period.** Traylor acknowledges that Traylor has been given at least twenty-one (21) calendar days in which to consider this Agreement before executing it, including the waiver and release of claims under the ADEA. Traylor may execute this Agreement before expiration of the twenty-one-day period, but Traylor acknowledges that any

decision to do so is knowing and voluntary. No amendment or modification of this Agreement shall restart the twenty-one-day consideration period unless applicable law requires otherwise.

(d) **Seven-Day Revocation Period.** Traylor shall have seven (7) calendar days after executing this Agreement to revoke Traylor's waiver and release of claims provision under the ADEA. Any such revocation must be in a writing delivered to the City within that seven-day period in accordance with the notice provisions of this Agreement. This Agreement, including the ADEA waiver and release, shall not become effective or enforceable until the seven-day revocation period has expired without revocation. If Traylor timely revokes the Agreement, Traylor shall have no rights to the additional consideration provided in exchange for the release, except as otherwise required by law.

(e) Even though there are no outstanding claims of age discrimination, Traylor acknowledges that Traylor has carefully read this Agreement, understands its terms, understands that the ADEA protects individuals from discrimination in employment because of age, understands that this Agreement includes a waiver and release of claims under the ADEA, and enters into this Agreement knowingly and voluntarily. Traylor further acknowledges that Traylor has not relied upon any representation concerning the meaning or effect of this Agreement other than those expressly stated in the Agreement.

(f) This Agreement does not waive or release any rights or claims under the ADEA, or any other law, that arise after the date Traylor executes this Agreement, nor does it release any claim that cannot lawfully be waived.

6.3 Exclusions from Release. The release in Section 6.1 does not include, and Traylor does not release: (a) any claim that cannot be released as a matter of law; (b) any claim to enforce this Agreement; (c) any claim arising from conduct occurring after the date Traylor signs this Agreement; (d) any vested retirement benefit under TMRS; (e) any workers' compensation claim; (f) any right to defense or indemnification described herein; or (g) any claim revived under Section 3.4.

## **7. Continued Defense and Coverage**

7.1 The City acknowledges that Traylor's separation from employment does not affect, limit, or diminish any right Traylor otherwise has to a legal defense, coverage, and indemnification, from the City and/or the Texas Municipal League Intergovernmental Risk Pool ("TML"), for any claim, suit, or proceeding arising out of or relating to acts or omissions occurring within the course and scope of Traylor's employment as Director of Public Safety and Chief of Police, including but not limited to the matter currently pending as **Civil Action no. 3:24-cv-244; Freddie Douglas, John Marks v. City of Manvel; Thomas Keith Traylor Chief of Police; of the 2023 arrest-related lawsuit, court** (the "Pending Litigation"), and any claim later asserted against Traylor individually arising from Traylor's official conduct during employment. This defense, coverage, and indemnification obligation shall be provided to the same extent it would be provided to a current City employee, subject to the terms of the applicable TML coverage

documents and Texas law, including Texas Civil Practice and Remedies Code Chapter 108 and the Texas Tort Claims Act.

7.2 The City shall promptly notify Traylor's counsel of record of any claim, suit, charge, or open records request asserted against or naming Traylor individually that arises out of Traylor's City employment and of which the City becomes aware after the Separation Date.

7.3 Should the City be sued for any legal or equitable relief involving any action of Traylor or where Traylor might be a witness for the defense of the City, Traylor agrees to cooperate with the City by: 1) meeting with the City's legal representatives to provide information and advice necessary to the presentation of the City's position in legal or other proceedings; 2) participating as a witness in such proceedings, and 3) City agrees to pay any and all costs associated with such suits or legal issues. If such assistance will require Traylor to travel to the City or other locations for meetings and for participation in hearings and other proceedings a substantial distance away from his primary residence (more than 50 miles), the City shall be responsible for making any reasonable travel and lodging arrangements and shall bear the cost of same. Traylor shall be compensated for his time over and above reasonable meetings with legal counsel and court appearances, and over and above anything that he would be compelled by law to attend in any event. The City agrees to make reasonable efforts to schedule legal proceedings to avoid unnecessary conflict with any obligations Traylor may have to future employers.

7.4 If a conflict of interest develops in a lawsuit involving the City and Traylor, as determined by legal counsel representing both parties, the City shall provide independent counsel for Traylor no expense to Traylor. Selection of independent counsel shall be a mutual decision.

## **8. No Admission**

8.1 Neither this Agreement nor any of its terms may be offered or admitted into evidence in any proceeding, other than a proceeding to enforce this Agreement, as an admission of liability, wrongdoing, or violation of any law, policy, or contractual obligation by either Party.

## **9. Severability**

9.1 Except as expressly provided in Section 3.4, if any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall negotiate in good faith to replace the invalid provision with a valid one that most closely reflects the Parties' original intent. Section 3.4 is a bargained-for exception to this severability clause, and the Parties agree it controls over this Section 9 in the event of a conflict.

## **10. Entire Agreement; Amendment**

10.1 This Agreement, together with any exhibits, constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes all prior negotiations, discussions, and drafts, including any prior versions of a separation agreement exchanged between the Parties. This Agreement may be amended only by a written instrument signed by both Parties.

## **11. Governing Law and Venue**

11.1 This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. Venue for any dispute arising out of this Agreement lies exclusively in **Brazoria** County, Texas.

## **12. Authority**

12.1 The City represents and warrants that execution of this Agreement has been duly authorized in accordance with the City Charter, applicable ordinances, and Texas law, and that the person signing this Agreement on behalf of the City has full authority to bind the City to its terms.

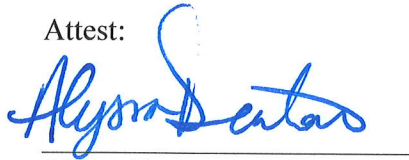
## **13. Voluntary and Knowing Execution**

13.1 Each Party acknowledges that it has read this Agreement in its entirety, has had a full and fair opportunity to consult with counsel of its choosing, understands the Agreement's terms and effect, and enters into this Agreement knowingly, voluntarily, and without duress or coercion of any kind.

**IN WITNESS WHEREOF**, the City and Traylor have caused this Agreement to be executed and that upon full execution thereof, it shall be deemed the act and deed of the City of Manvel and Traylor.

**CITY OF MANVEL, TEXAS:**

Attest:



Alyssa Deaton  
Asst. City Secretary

By: 

Dan Johnson  
City Manager

**KEITH TRAYLOR:**

  
Keith Traylor