

To: Dan Johnson, City Manager

From: Chris Day

Subject: Formal Complaint – Chief Keith Traylor / Request for Independent Investigation

Date: September 3rd 2026

Dear Mr. Johnson:

I respectfully submit this formal personnel complaint against Chief of Police Keith Traylor concerning his conduct during and surrounding Internal Affairs Investigation MPD Control #26070002 and the disciplinary process that resulted in my termination.

My termination appeal has been finalized and my termination was upheld. This complaint is therefore separate from my appeal. I am requesting an independent investigation into whether Chief Traylor violated Texas law, Manvel Police Department policy, City policy, or standards governing retaliation, abuse of authority, procedural fairness, and supervisory conduct.

I further request that Chief Traylor be placed on paid administrative leave during the investigation to protect witnesses, preserve evidence, and prevent actual or perceived retaliation or interference.

If the investigation sustains serious violations, I request discipline up to and including termination. If the investigation establishes that Chief Traylor's misconduct materially affected, predetermined, or improperly influenced the process resulting in my termination, I request that the City rescind my termination and reinstate me with appropriate restoration of employment status, seniority, wages, and benefits.

I. TEXAS GOVERNMENT CODE CHAPTER 614 / POLICY 1010

I request an investigation into whether Chief Traylor complied with the complaint requirements of Texas Government Code Chapter 614 and MPD Policy 1010.

Policy 1010.5.1 provides for a copy of the signed complaint form to be given to an accused officer within a reasonable time.

I was never provided a complaint signed by Officer Nancy Morfin. The allegations originated with Morfin, were communicated to Lieutenant McClain, and were subsequently incorporated into a Chief's Administrative Complaint.

I also was not provided Lieutenant McClain's underlying memorandum before discipline was imposed.

I request that the investigator determine what document the City contends satisfied Chapter 614 and Policy 1010, who signed it, when it was provided to me, and whether all statutory and policy requirements were satisfied before disciplinary action was taken.

II. FAILURE TO PROVIDE EVIDENCE BEFORE TERMINATION

Policy 1010.10.2 requires the Chief to provide an employee access to:

“all of the materials considered by the Chief of Police in recommending the proposed discipline.”

I was not provided all of those materials before my termination.

The complete IA materials were provided to my attorney only after I appealed.

I request a finding as to whether Chief Traylor violated Policy 1010 by terminating me without first providing access to the materials he considered in making that decision.

III. RESPONSE PERIOD AND RIGHT TO REPRESENTATION

Policy 1010 provides an opportunity to respond to proposed discipline within five days of receiving notice.

I received the findings on August 10 and was required to submit my written response by August 12, with my meeting scheduled for August 13.

I therefore request a determination of whether the shortened response period violated Policy 1010.

I also received only approximately 45 minutes' notice before my administrative interview.

Policy 1010 expressly provides that employees subjected to interviews that could result in discipline have the right to an uninvolved representative.

The extremely short notice did not provide me adequate time to consult with my attorney or arrange for representation. I request that the investigator determine whether this effectively denied me a meaningful opportunity to exercise the representation right provided by policy.

IV. EVIDENCE THAT MY TERMINATION MAY HAVE BEEN PREDETERMINED

During my August 13 disciplinary meeting, Chief Traylor told me that he had spent the day reviewing the evidence before making his decision to terminate me.

However, my termination letter is dated August 12 — the day before the meeting.

That discrepancy requires investigation.

Policy 1010 contemplates consideration of the employee's response before the Chief renders the written disciplinary decision.

A termination letter is an extremely important personnel document. A document of that significance should accurately reflect when the decision was made.

I request review of the original electronic letter, metadata, drafts, creation and modification dates, emails, Human Resources communications, and other records to determine:

- when the termination letter was actually prepared;
- when Chief Traylor decided to terminate me;
- whether the decision was made before the August 13 meeting; and
- whether my response was genuinely considered before termination was finalized.

If the letter was substantially complete before my August 13 meeting, I believe that would support my allegation that termination was a predetermined outcome.

V. POSSIBLE RETALIATION – MANVEL POLICE ASSOCIATION

I also request investigation into whether my termination was influenced by my position as President of the Manvel Police Association.

At the time of my IA investigation, the Association was discussing a possible vote of no confidence in Chief Traylor.

I believe Chief Traylor became aware of those discussions.

While I was in Florida, Chief Traylor reportedly apologized to command staff during a Monday supervisors' meeting for being verbally abusive toward them and stated words to the effect:

“The Association is trying to stab me in the back.”

Because I was President of the Association, this statement raises a legitimate concern regarding possible retaliatory motive.

MPD Policy 320 prohibits retaliation against employees making good-faith complaints or disclosures and recognizes retaliation as potentially serious misconduct.

Policy 1003 similarly provides for a grievance process without “discrimination, coercion, restraint or retaliation.”

I request that the investigator determine whether Chief Traylor's knowledge of Association activities or my position as President influenced the investigation, treatment of evidence, procedural decisions, or severity of discipline imposed against me.

VI. POSSIBLE ABUSE OF AUTHORITY

Policies 320.7(d) and 320.9.2(b) were among the standards considered during my investigation. Those provisions address improper or wrongful exercises of authority.

I respectfully request that the same standards be applied to Chief Traylor.

If he used his authority to retaliate against me, predetermine my termination, deny procedural protections, or otherwise manipulate the disciplinary process for an improper purpose, his actions should be evaluated under the same standards applied to subordinate employees.

VII. TOXIC, INTIMIDATING, AND RETALIATORY WORK ENVIRONMENT

I further request that the investigation determine whether Chief Traylor created or contributed to a toxic, intimidating, coercive, and retaliatory work environment within the Manvel Police Department.

His reported statement that the Association was trying to "stab me in the back," his reportedly verbally abusive conduct toward command staff, and his reaction to the possible vote of no confidence should be independently examined.

Potential witnesses should be asked whether they experienced or witnessed similar conduct and whether employees believed that criticizing the Chief, participating in Association activities, reporting concerns, or providing information adverse to him could negatively affect their employment.

The purpose of this allegation is to determine whether there was a broader pattern of retaliation, intimidation, coercion, or misuse of supervisory authority, rather than limiting the investigation solely to what happened to me.

VIII. REQUEST FOR INDEPENDENT INVESTIGATION AND ADMINISTRATIVE LEAVE

Because Chief Traylor is the subject of this complaint, I respectfully request that the City:

1. Open a new and separate formal investigation and assign it a control number.
2. Appoint an independent outside investigator who had no involvement in IA #26070002 or my termination appeal.

3. Immediately preserve relevant emails, texts, Teams communications, IA records, HR communications, termination-letter drafts and metadata, and communications concerning me, the Manvel Police Association, or the possible vote of no confidence.
4. Interview witnesses who heard Chief Traylor's statements concerning the Association and his reported treatment of command staff.
5. Determine whether Chapter 614, Policy 1010, Policies 320 and 1003, and other applicable policies or laws were violated.
6. Determine whether retaliation, abuse of authority, predetermination, intimidation, or other misconduct occurred.
7. Provide me written notice of the findings and disposition of each allegation.

I also request that Chief Traylor be placed on paid administrative leave pending completion of the investigation.

This is not requested as punishment or as a presumption of guilt. It is necessary to protect the integrity of the investigation and allow subordinate employees to provide information without actual or perceived fear of retaliation.

Significantly, the Chief's Administrative Complaint in my own IA recommended consideration of temporary administrative measures to:

“preserve the integrity of the investigation and prevent any actual or perceived retaliation.”

I respectfully request that the same standard be applied to the Chief of Police.

While the investigation is pending, Chief Traylor should not contact potential witnesses regarding this complaint, participate in the investigation, receive confidential investigative updates, or make employment decisions affecting witnesses involved in the investigation.

IX. REQUESTED DISCIPLINE AND REINSTATEMENT

I am not asking that Chief Traylor be terminated merely because I filed this complaint. I am asking that he receive the same fair and impartial investigative process that should apply to every employee.

However, if the independent investigation sustains serious violations involving retaliation, abuse of authority, predetermination, intentional procedural violations, or other significant misconduct, I respectfully request that the City impose discipline up to and including termination of Chief Traylor's employment.

Likewise, my termination appeal has concluded and was upheld. However, if this independent investigation establishes that Chief Traylor's misconduct materially affected, tainted, predetermined, or improperly influenced the investigation or disciplinary process that resulted in my termination, I request that the City take corrective action.

Specifically, I request that the City rescind my termination, reinstate me to my former position or an equivalent position, restore my seniority and employment status, restore lost wages and benefits to the extent authorized, and correct my personnel record as appropriate.

X. REQUEST FOR IN-PERSON MEETING

I also respectfully request an in-person meeting with you regarding this complaint.

I would like the opportunity to identify witnesses, provide supporting evidence, explain the August 12/13 termination-letter discrepancy, identify individuals with knowledge of Chief Traylor's statements regarding the Association, and answer any questions you may have.

CONCLUSION

Mr. Johnson, my termination appeal has concluded and my termination was upheld. This complaint presents a different question:

Did Chief Traylor violate Texas law, Department policy, City policy, or standards governing retaliation and the proper exercise of supervisory authority while conducting the process that resulted in my termination?

The allegations are serious enough to warrant an independent investigation.

I respectfully request that the City open a separate investigation, appoint an independent outside investigator, preserve all relevant evidence, place Chief Traylor on paid administrative leave to protect witnesses and the integrity of the investigation, and provide me written findings when the investigation is complete.

If the allegations are sustained, I ask that Chief Traylor be held to the same standards applied to other Department employees, including termination if warranted by the seriousness of the sustained violations.

If his misconduct is found to have materially affected or predetermined my termination, I further request that the City rescind that termination and reinstate me with appropriate restoration of wages, benefits, seniority, and employment status.

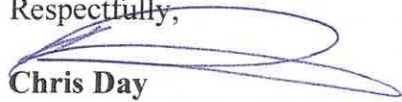
I am requesting consistent accountability and an independent review of the evidence.

Please provide written confirmation that this complaint has been accepted, the assigned control number, the process for selecting the independent investigator, whether administrative leave will be imposed, and the procedures that will govern the investigation.

I also respectfully request that we schedule an in-person meeting at your earliest reasonable availability.

Thank you for your attention to this matter.

Respectfully,



Chris Day

Former Patrol Captain

Former President, Manvel Police Association

From Lissette Rubio <lissette.rubio@cityofmanvel.com>
Date Thu, 10 Sep 2026 15:18:25 +0000
To Jaclyn George <jaclyn.george@cityofmanvel.com>
Subject

Chief [Last Name]:

This letter is to formally notify you that City Manager Dan Johnson has made the decision to terminate your employment as Police Chief with the City of Manvel, subject to concurrence by the City Council as required by the City Charter.

Effective immediately, you are being placed on paid administrative leave pending City Council's consideration of the City Manager's decision. You will remain on paid administrative leave through the City Council meeting scheduled for Wednesday, September 16, 2026, and until you receive written notification regarding the Council's action and your employment status.

During this administrative leave, you are relieved of your regular duties and responsibilities as Police Chief. You are expected to remain reasonably available should the City require information or assistance from you. Unless otherwise authorized, you should not conduct City business, act on behalf of the City, access City facilities for work-related purposes, or contact City employees regarding City operations during this period.

If the City Council concurs with the City Manager's decision, your termination will become effective as communicated in the City's subsequent written notice. That notice will also provide information regarding final compensation, benefits, return of City property, and any other applicable separation requirements.

If the City Council does not concur with the City Manager's decision, you will be notified in writing regarding your employment status and any next steps.

Please direct any questions regarding your administrative leave to [City Manager/HR Director].

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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.

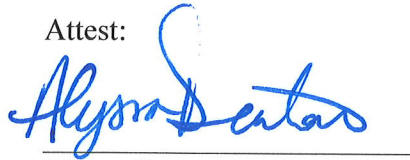
13. Voluntary and Knowing Execution

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.

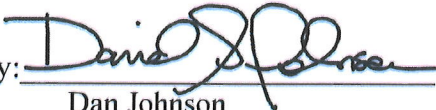
IN WITNESS WHEREOF, the City and Traylor have caused this Agreement to be executed and that upon full execution thereof, it shall be deemed the act and deed of the City of Manvel and Traylor.

CITY OF MANVEL, TEXAS:

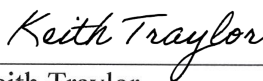
Attest:



Alyssa Deaton
Asst. City Secretary

By: 
Dan Johnson
City Manager

KEITH TRAYLOR:


Keith Traylor