



**A SEVERANCE AGREEMENT OF EMPLOYMENT BY AND
BETWEEN THE CITY OF TOMBALL, TEXAS AND DAVID ESQUIVEL**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

THIS SEVERANCE AGREEMENT (hereafter referred to as the "Agreement") is made and effective on August 21, 2025 by and between the **CITY OF TOMBALL, TEXAS**, a Texas home-rule law municipality (hereinafter referred to as the "City"); and **DAVID ESQUIVEL**, (hereinafter referred to as "Manager"), both of which parties hereto understand and agree as follows:

WHEREAS, the City Council of the City of Tomball, Texas, finds it is in the best interest of the City of Tomball, Texas, to address any severance payment provided to Manager in the event 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 execution of this Agreement by the City and Manager and shall remain in full force and effect and continue to govern the applicable subject matter for the duration of this Agreement between the parties.

SECTION 3. DEFINITIONS.

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

- (a) **Agreement.** The word "Agreement" means this Severance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

- (b) **City.** The word "City" means the City of Tomball, Texas, a Texas home-rule law municipality. For the purposes of this Agreement, the City's address is 401 Market Street, Tomball, Texas 77375.
- (c) **Adopted.** The word "adopted" means the formal acceptance by the Manager and the City by execution to this agreement to assume and be bound its terms and conditions.
- (d) **Employment Agreement.** The words "Employment Agreement" mean the Employment Agreement by and between the City and Manager, as amended.
- (e) **Manager.** The word "Manager" means City Manager of the City of Tomball, Texas.
- (f) **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:

- (a) **Severance Pay.** In the event 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 (12) months of salary at the current rate of pay (calculation based on annual salary authorized under existing employment agreement for Manager), plus compensation for unused vacation and leave, in accordance with Section 180.011 of the Texas Local Government Code, in return for a full and complete release to the fullest extent permitted by law from Manager in favor of the City of any and all claims Manager may have against the City. Only after 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 Manager in the next regular payroll cycle.
- (b) **No Severance Payment.** 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. No severance shall be paid if Manager is terminated "for cause" as defined by Section 6.03 of Manager's employment agreement or resigns as stated in Section 6.02 of same agreement.

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.

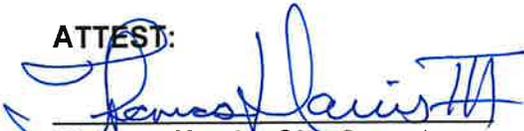
The following miscellaneous provisions are a part of this Agreement:

- (a) **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.
- (b) **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 Harris County, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Harris County, Texas.
- (c) **Assignment.** This Agreement may not be assigned without the express written consent of the other party.
- (d) **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.
- (e) **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.
- (f) **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.
- (g) **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.

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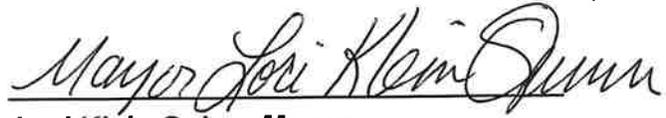
SIGNED THIS THE 21st DAY OF August 2025.

ATTEST:


Thomas Harris, City Secretary

CITY OF TOMBALL, TX:

CITY OF TOMBALL, TEXAS A Texas
home-rule law municipality,


Lori Klein Quinn, Mayor

MANAGER:


David Esquivel