

EXHIBIT

A

SEVERANCE AGREEMENT

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

This Severance Agreement (“Agreement”) is made and entered into on this the ____ day of _____, 2025, by and between the **CITY OF ROUND ROCK, TEXAS**, a home-rule municipality whose offices are located at 221 East Main Street, Round Rock, Texas 78664, referred to herein as the “City,” and **BROOKS BENNETT**, City Manager for the City, referred to herein as “Employee.”

RECITALS:

WHEREAS, on or November 7, 2024, the City and Employee entered into an employment concerning the services of the Employee (“Employment Agreement”); and

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

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties mutually agree as follows:

1.0 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.

2.0 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 may be amended from time to time, unless terminated sooner under the provisions hereof.

3.0 DEFINITIONS

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

A. Agreement shall mean this Severance Agreement.

B. City means the City of Round Rock, Texas, a Texas home-rule municipality.

C. Effective Date means the date of the latter to execute this Agreement.

D. Employment Agreement means the Employment Agreement entered into between the City and Employee on November 7, 2024, as may be amended from time to time.

E. Term means the term of this Agreement as specified in Section 2.0.

4.0 PARTIES OBLIGATIONS

The City and Employee covenant and agree that while this Agreement is effective, the parties shall comply with the following terms and conditions:

A. Termination without cause: In the event Employee is terminated without cause:

1. The City will pay Employee a lump sum cash payment for (i) all base salary earned, (ii) earned and unused vacation and personal time, and (iii) up to 520 hours earned and unused sick time, all as of the last active day of employment;
2. The City will pay Employee a lump sum cash payment equal to twelve (12) months base salary, plus an amount equal to twelve (12) months cost of deferred compensation payments, and health insurance premiums, based on said cost for the month immediately preceding the termination. This lump sum cash payment is contingent upon waiver and release of all claims against the City in a form acceptable to the City; and
3. Employee may enroll in insurance offered to retirees and families, if he remains eligible to receive the benefit. Employee shall be eligible to enroll in the retiree insurance up to age 65 or until he gains other employment where insurance is available, whichever occurs first. At that time, Employee will lose eligibility, and the retiree insurance will be terminated.

B. Termination for cause: In the event Employee is terminated for cause, the City shall have no obligation to pay the severance pay and severance benefits designated in Section 4(A).

C. Resignation or Retirement by Employee: The City will pay Employee a lump sum cash payment for (i) all base salary earned, (ii) earned and unused vacation and personal time, and (iii) up to 520 hours of earned and unused sick time, all as of the last day of active employment.

5.0 TERMINATION

This Agreement shall terminate automatically without further notice to Employee or the 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 the City to Employee.

6.0 MISCELLANEOUS PROVISIONS

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 the City of Round Rock, Texas. Venue for any action arising under this Agreement shall lie in the state courts of Williamson County, Texas.

C. Binding Agreement. This Agreement shall extend to and be binding upon and inure to the benefit of the parties' respective heirs, executors, administrators, successors and assigns.

D. Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

E. Severability. If any provision or portion thereof contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder for this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

[Signatures on the following page.]

IN WITNESS WHEREOF, The City Council of Round Rock, Texas, has authorized the City's Mayor to execute this Agreement, and the same has been duly attested to by its City Clerk, and signed by Employee, in duplicate, the day and year first written above.

City of Round Rock, Texas

By: _____
Craig Morgan, Mayor

For City, Attest:

By: _____
Ann Franklin, City Clerk

Employee

By: _____
Brooks Bennett