

**TERMINATION AND RESIGNATION AGREEMENT
FOR EMPLOYMENT AS CITY MANAGER FOR THE
CITY OF FAIR OAKS RANCH, TEXAS**

This Termination and Resignation Agreement ("Severance Agreement") is made and entered into by and between the City of Fair Oaks Ranch, Texas, a municipal corporation ("City") and Scott M. Huizenga ("Huizenga") to establish and set the terms and conditions for severance of the employment contract of Huizenga as the City Manager of the City.

WITNESSETH:

WHEREAS, on or about October 17, 2024, the City and Huizenga entered into an employment agreement concerning the services of City Manager (hereinafter referred to as the "Employment Agreement"); and

WHEREAS, the City finds it is in the best interest of the City of Fair Oaks Ranch, Texas, to address the details for termination or resignation of Huizenga and the benefits associated with each condition, including any severance payment provided to Huizenga in the event the City decides to terminate Huizenga's employment during such time Huizenga is willing and able to continue performing as the City Manager.

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

SECTION 1. Findings Incorporated. The foregoing recitals are hereby incorporated into the body of this Severance Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

SECTION 2. Term of Agreement.

This Severance Agreement shall be effective as of the Effective Date 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 Severance Agreement.

- (a) **Severance Agreement.** The word "Severance Agreement" means this Termination and Resignation Agreement, together with all exhibits and schedules attached to this Severance Agreement from time to time, if any.
- (b) **City.** The word "City" means the City of Fair Oaks Ranch, Texas, a Texas home-rule municipality. For the purposes of this Severance Agreement, City's address is 7286 Dietz Elkhorn Road, Fair Oaks Ranch, Texas 78015.
- (c) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Severance Agreement by and between the City/Town and Manager.
- (d) **Employment Agreement.** The words "Employment Agreement" mean the Employment Agreement by and between the City and Huizenga, as amended, for employment as the City Manager for the City of Fair Oaks Ranch.
- (e) **Term.** The word "Term" means the term of this Severance Agreement as specified in Section 2 of this Severance Agreement.

Section 4. Termination and Resignation. The parties agree Huizenga serves at the will and pleasure of the entire Council and the Council, on a majority vote of the entire Council may terminate this Severance Agreement and Huizenga's employment with the City of Fair Oaks Ranch subject to the terms and conditions of this Section 4.

- (a) **Termination Without Cause.** If Huizenga is terminated without cause after the execution of the Employment Agreement and Huizenga is then willing and able to perform all of the duties of the City Manager under the Employment Agreement, then, in that event, the City shall pay to Huizenga a lump sum cash payment equal to twelve (12) months of his base salary; along with earned and accrued benefits paid in accordance with the personnel policies of the City of Fair Oaks Ranch and this Severance Agreement. Payment will be made within fifteen business days of written notice of Termination without cause. In addition to the lump sum cash payment, the City shall provide health coverage for Huizenga and his dependents in accordance with Section 6 of the Employment Agreement for a period of six (6) additional consecutive months following the termination of employment or until Huizenga obtains full-time employment and is eligible for health coverage from the new employer, whichever occurs first.
- (b) **Termination for Cause.** In the event Huizenga's employment is terminated for cause by the Council at any time after this Severance Agreement is executed, the City shall have no obligation to pay any severance or other benefits. "For cause" shall mean termination upon: (i) the breach of Section 16 of the Employment Agreement by Huizenga; (ii) felony conviction, embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) breach of fiduciary responsibilities, misfeasance, malfeasance, or gross negligence of Huizenga in the performance or non-performance of his duties; (iv) violations of the City Charter; (v) or violations of the City's personnel policies.
- (c) **Suspensions.** Any suspension of Huizenga inconsistent with the terms of this paragraph (c) shall be considered a termination within the meaning and context of paragraph (a) above.

Upon the presentment of a written complaint to Huizenga by the City Council alleging the breach of Section 16 of the Employment Agreement by Huizenga; (ii) felony conviction, embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of Huizenga in the performance or non-performance of his duties; (iv) violations of the City Charter; or (v) violations of the City's personnel policies, then the City Council on a majority vote of the entire Council may, but is not obligated to, suspend Huizenga with pay for purposes of investigating the allegations presented.

Until final determination of employment is determined, City Council may suspend Huizenga with or without pay upon a finding of (i) the breach of Section 16 of the Employment Agreement by Huizenga; (ii) felony conviction, embezzlement, fraud, theft, or dishonesty, or a commission of a crime involving fraud or deception; (iii) misfeasance, malfeasance, or gross negligence of Huizenga in the performance or non-performance of his duties; (iv) violations of the City Charter; or (v) violations of the City's personnel policies.

- (d) **Voluntary Resignation.** If Huizenga terminates the Employment Agreement by voluntary resignation of the position of City Manager, Huizenga shall give the City Council no less than 90 days' notice in writing in advance unless the Council agrees otherwise. In the event Huizenga voluntarily resigns the position of City Manager, the City shall have no obligation to pay Huizenga any amount provided for under Section 4 of this Severance Agreement, save and except for earned and accrued vacation benefits paid in accordance with the personnel policies and the Employment Agreement. Should Huizenga fail to provide the requisite 90 days' notice then Huizenga shall forfeit any right to be paid any unused accrued vacation.

- (e) **Reduction of Salary and Benefits.** In the event Council at any time during the term of this Severance Agreement reduces the salary, compensation, or other financial benefits of Huizenga in a greater percentage than an applicable across the board reduction of all other employees of the City, or Huizenga resigns following a request for his resignation by the Council as a result of a City Council meeting, and such request by the Council is without cause, then, in that event, Huizenga may, at his option, be deemed to be "terminated without cause" at the date of such reduction or upon the request for resignation within the meaning and context of Section 4(a) herein

SECTION 5. Termination. This Severance Agreement shall terminate automatically without further notice to Huizenga 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 Huizenga, and consistent with the terms of the Employment Agreement.

SECTION 6. Miscellaneous Provisions. The following miscellaneous provisions are a part of this Severance Agreement:

- (a) **Entire Agreement.** This Severance Agreement supersedes all prior agreements, to include provisions found in the Employment Agreement. In the event of any conflict between this Severance Agreement and any prior document, the terms of this Agreement shall control.
- (b) **Amendments.** This Severance Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Severance Agreement. No alteration of or amendment to this Severance 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.
- (c) **Applicable Law and Venue.** This Severance 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 Bexar County, Texas. Venue for any action arising under this Severance Agreement shall lie exclusively in Bexar County, Texas.
- (d) **Assignment.** This Severance Agreement may not be assigned without the express written consent of the other party.
- (e) **Caption Headings.** Caption headings in this Severance Agreement are for convenient purposes only and are not to be used to interpret or define the provisions of the Severance Agreement.
- (f) **Counterparts.** This Severance 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.
- (g) **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.
- (h) **Severability.** The provisions of this Severance Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Severance 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 Severance Agreement shall be enforced as if the invalid provision had never been included.

IN WITNESS WHEREOF, the date this Severance Agreement is made effective between the two parties, Huizenga and the City, is the date signed.

.Signed This 22nd Day Of August, 2025.



Gregory C. Maxton, Mayor
City of Fair Oaks Ranch



Scott M. Huizenga

ATTEST:

Christina Picioccio, City Secretary
City of Fair Oaks Ranch