

## **SEVERANCE AGREEMENT**

This SEVERANCE AGREEMENT (this "Agreement") between the City of Eagle Pass, Texas, on behalf of itself and its employees, agents, officials and officers (collectively, "City") and David Saucedo ("Saucedo") is dated as of September 12, 2025.

### **PARTIES**

The parties to this SEVERANCE AGREEMENT are as follows:

"CITY" - refers to and includes the CITY OF EAGLE PASS, TEXAS ("CITY"), a governmental entity organized and existing under the laws of the State of Texas; including its subsidiaries, successors, past, present and future, and officers, directors, attorneys, agents, officials, employees, servants, representatives, affiliates, commissioners, partners, predecessors;

"SAUCEDO" - refers to DAVID SAUCEDO well as his spouse, heirs, assigns, devisees, administrators and executors and all persons or entities who may claim by, through or under him, either directly or indirectly, as a result of any of the claims which were asserted, or which could have been asserted against CITY in connection with the matters related to or arising out of the employment or other relationship of SAUCEDO with CITY;

SAUCEDO and CITY collectively shall be referred to as the "PARTIES."

### **RECITALS**

WHEREAS, the City has elected to separate employment with SAUCEDO without cause as the Bridge General Manager for the City and he has voluntarily offered to execute and deliver this Separation Agreement; and

WHEREAS, the PARTIES mutually agree to a separation of employment, terms for such separation, and a release of all actual claims that could be raised or discovered against CITY by way of his employment relationship and agreed separation for all claims of any kind or character whatsoever arising out of or related to SAUCEDO'S employment with CITY any other claim or potential claim, damages or cause of action arising out of any and all relationships between SAUCEDO and CITY from the beginning of the employment relationship between the PARTIES to the date of this Agreement whether known or unknown; and the PARTIES wish to enter into this Agreement amicably to document the separation employment conditions, compensation and other terms of the separation and the foregoing recitals.

**NOW, THEREFORE, the PARTIES agree as follows:**

#### **1.0 Release and Discharge**

A. In consideration of the payment set forth in Section 2.0, SAUCEDO hereby completely releases and forever discharges CITY from any and all past, present or future claims, demands, obligations, actions, causes of action vested or contingent, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a state or

federal statute, constitutional claim, tort, contract or other theory of recovery, which the SAUCEDO now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of the relationship between the PARTIES including their employment relationship, and the recitals above, including without limitation, any and all known or unknown claims alleged by the SAUCEDO specifically including but not limited to all claims under the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq. (as amended); the Equal Pay Act; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Older Worker Benefit Protection Act; the Civil Rights Act of 1991; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable overtime and compensatory time provisions under state law; 42 U.S.C. §§ 1981, 1983, 1985; the Texas Commission on Human Rights Act, Tex. Lab. Code §§ 21.001 et seq.; Texas Government Code Chapter 614 et seq.; Texas Government Code Chapter 554 et seq.; Americans with Disabilities Act and its Amendments Act 42 U.S.C.A. §§12101 et seq., the United States Constitution and the Texas Constitution and Tex. Lab. Code §§ 451.001, et seq.

B. SAUCEDO is 54 years of age and understands that the Age Discrimination in Employment Act (ADEA) and the Older Worker Benefits Protection Act (OWBPA) provides a 21-day period for SAUCEDO to review this settlement agreement prior to execution of same. SAUCEDO has been given the opportunity to consult with an attorney and has chosen not to prior to execution of this settlement agreement and, in consideration of payment and other consideration listed in paragraph 1.0(A) above, *elects to waive the 21-day period of review.* *DM* However, SAUCEDO understands he will have a period of seven (7) days following the execution of this Agreement to revoke this Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired and at the next payroll period. SAUCEDO is not by this Agreement waiving rights or claims that may arise after the date this Agreement is executed.

C. SAUCEDO acknowledges and understands that the consideration described in Section 2.0 A is the total consideration to be granted in this Severance Agreement. The Parties agree that the consideration that SAUCEDO receives in this Severance Agreement is to cover all amounts and claims, for damages including any otherwise accrued benefits, compensation or contract rights, benefits and entitlements whatever they may be including, without limitation, those existing under, through or by virtue of his employment with the CITY which commenced on January 15, 2025 and in the role of Bridge General Manager on January 15, 2025.

E. SAUCEDO has had an opportunity to have an attorney review this Agreement if he so chooses.

E. This release and discharge shall also apply to CITY and its subsidiaries, past, present and future officers, directors, attorneys, agents, officials, employees, and representatives.

F. This release on the part of SAUCEDO shall be a fully binding and complete severance, release, and resolution to include his heirs, assigns and successors.

G. SAUCEDO acknowledges and agrees that this release and discharge set forth above is a general release. SAUCEDO expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the SAUCEDO did not now know or suspect to

exist, for any reason whatsoever, and which, if known, would materially affect SAUCEDO'S decision to enter into this Agreement.

H. SAUCEDO further agrees that he accepts payment of the sum and other consideration specified herein. The tendering of such consideration to SAUCEDO by the CITY is not to be construed as an admission of liability, or of any improper acts or omissions on the part of the CITY, all of which has been and is denied by the CITY. Specifically, but not by way of limitation, it is understood that the above-described consideration does not constitute any admission by the CITY of any wrongful termination or any violation of any Laws.

I. SAUCEDO, HIS HEIRS, EXECUTORS, ADMINSTRATORS, LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS, WARRANT, REPRESENT AND PROMISE TO HOLD HARMLESS CITY AND ALL ITS SUBSIDIARIES, PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, OFFICIALS, EMPLOYEES, SERVANTS, REPRESENTATIVES, AFFILIATES, COMMISSIONERS, PARTNERS, PREDECESSORS, RISK POOL (INCLUDING SAUCEDO'S PREDECESSORS AND SUCCESSORS IN INTEREST) FROM ANY AND ALL LIENS OR ENCUMBRANCES AGAINST THE CLAIMS ASSERTED HEREIN AND THE SETTLEMENT PROCEEDS PAID HEREIN, OR FOR ANY ACCOUNT OF MONEY PAYABLE FOR ANY AND ALL EXPENSES AND ATTORNEY'S FEES, INCLUDING BUT NOT LIMITED TO, POTENTIAL OR ALLEGED DAMAGES AND/OR INJURIES TO SAUCEDO.

## **2.0 Payment and Other Consideration**

A. In consideration of the release set forth above, CITY agrees as follows:

a. That within seven (7) days of receipt of a finalized copy of this Agreement, and in exchange for the execution of and compliance with the terms of this agreement, SAUCEDO will be paid the gross amount of FORTY-THREE THOUSAND, SIX HUNDRED AND FIFTY AND 4/100 DOLLARS (\$43,650.04). Broken out as follows:

- i. 20 weeks' salary- \$40,295.40
- ii. Accrued Sick Leave - \$1,511.10
- iii. Accrued Vacation Leave - \$1,843.54

The net sum paid includes all usual payroll deductions, as full and final payment for all claims asserted or which could have been asserted by SAUCEDO for any and all other claims as described herein.

b. The CITY also agrees it will not contest unemployment benefits if SAUCEDO must apply for such benefits.

c. SAUCEDO shall provide the CITY with a resignation letter attached as Exhibit A to this Agreement.

As further consideration, SAUCEDO agrees that he will not seek reinstatement for a period of five (5) years, is not entitled to and shall not apply for or accept any future employment relationship with the CITY whether as an employee independent contractor other such position.

SAUCEDO acknowledges that all of the above consideration is, in whole or in part, in addition to anything of value to which he is already entitled. SAUCEDO agrees that he is solely responsible for all income taxes resulting from his receipt of the consideration set forth in this Paragraph 2.

B. Payment in the foregoing amounts and other consideration are intended to cover any and all claims for and any kinds of damages currently alleged by SAUCEDO, or which could have been alleged, as well as any and all claims for interest, attorney's fees and costs of court.

C. Notwithstanding any of the above paragraphs, it is specifically and expressly agreed and understood SAUCEDO specifically agrees to pay out of the consideration stated above any and all claims by the Government of the United States of America, any state, or any other political subdivision of either of them, any other individual or entity which has now or will in the future assert claims or liens for any and all property, tax, and all other expenses of any kind or nature whatsoever, incurred or to be incurred, by or on behalf of SAUCEDO, as a result of, or in any way resulting from, the subject matter made the basis of this agreement.

D. SAUCEDO acknowledges and agrees that upon receipt of the sum set out in Paragraph 2.0A that CITY does not owe to SAUCEDO any unpaid wages or additional compensation or payments of any nature whatsoever.

E. The Parties agree that SAUCEDO is separating his employment with the CITY effective September 12, 2025. SAUCEDO agrees that he will not apply or reapply for employment or enter in an employment relationship with the CITY. SAUCEDO agrees that he will not publicly denigrate the CITY or other persons released in any manner and that he will instruct his representatives, agents, employees, servants, friends, and family to abide by this provision.

F. SAUCEDO agrees that if a claim that he has waived or discharged under this Agreement is prosecuted in his name or on his behalf before any court or administrative agency, he waives and agrees not to take any award of money or other damages from such suit. SAUCEDO also agrees that if a claim waived or discharged under this Agreement is prosecuted in his name, he will immediately request in writing that the claim on his behalf be withdrawn. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with SAUCEDO'S right to participate or cooperate in a proceeding with any appropriate federal, state or local agency whose task it is to investigate employment discrimination.

G. SAUCEDO agrees that he has recovered all his personal property in CITY'S possession and that he has returned to the CITY all documents, files, computer files, diskettes, thumb drives, records, notebooks, data, equipment, credit cards, keys, and all other property belonging to the CITY that SAUCEDO removed from the CITY'S premises or that is otherwise in SAUCEDO'S possession or control. SAUCEDO represents and warrants that he has not kept any copies, electronic or otherwise of any of the CITY'S property.

### **3.0 Acknowledgment of Settlement Terms & Conditions**

A. In entering into this Agreement, SAUCEDO represents that the terms of this Agreement are fully understood, and voluntarily accepted by him.

B. By entering into this Agreement, SAUCEDO further represents that he understands and agrees that he is also releasing the CITY in connection with the claims, counterclaims and causes of action contained, or which could have been contained for claims related to his employment with the CITY. SAUCEDO hereby agrees to indemnify and hold harmless the CITY released herein, including past defendants, from any and all claims, demands, or causes of action, of any and every nature whatsoever, including but not limited to firms or corporations in connection with the matters made subject of this Release provided that this agreement for indemnification is limited to the amount of consideration disclosed in paragraph 2.0(A) of this Agreement.

C. SAUCEDO agrees not to disparage or otherwise make any negative statements to anyone in the future nor engage in any negative publicity in any form whatsoever regarding the CITY's methods, practices, or policies, and not to assist, aid, encourage, or voluntarily participate in the assertion or filing of any claims, suits, or demands of any kind in the future against the CITY for any and all acts and/or omissions of whatsoever nature occurring prior to and in connection with execution of this Agreement or growing out of or in any manner connection with the facts, occurrences, and/or omissions during the SAUCEDO'S employment with the CITY. Nothing herein prevents SAUCEDO from testifying truthfully.

D. It is further agreed that to the extent permitted by Texas law, in acceptance of the aforementioned consideration in Section 2, SAUCEDO understands and agrees that this Agreement is a confidential matter, and he further agrees and commits that he will not disclose or publicize to any third party the existence of this settlement, the terms of this Agreement, or the amounts paid in consideration of settlement. SAUCEDO understands that he may disclose the terms of this Agreement to his spouse, personal attorney, accountant, or tax advisor, provide that he instructs such person that the information is confidential is not to be disclosed and that they agree to be bound by such confidentiality.

E. In the event any inquiry is made to SAUCEDO as to the terms of this Agreement or the status of any claims by SAUCEDO with respect to any matter relating to the CITY, SAUCEDO shall be limited to respond that the matter has been resolved on terms acceptable to all parties and that no further information can or will be provided because of an agreement of the parties. SAUCEDO understands and acknowledges that the CITY, as a governmental entity subject to mandatory disclosure laws, cannot agree to confidentiality, due to mandatory disclosure laws applicable to governmental entities. The CITY will endeavor to enforce a policy that, in the event any third-party inquiry is made to any officer, employee, or official of the CITY regarding this matter or its resolution, such official shall refer such inquiry to the City and provide no further commentary. The City, upon such inquiry, directly or by referral, shall respond that all matters attendant to the situation have been resolved to the satisfaction of all parties. No further information or commentary shall be provided except as required by law. As a matter of policy, the

CITY does not provide such public records to any person except in response to written request and will withhold from disclosure such public records as permitted by law, in the good faith opinion of the City Attorney.

F. The confidentiality clause set forth in this Agreement is a material element of this Agreement and is significant consideration for the CITY entering into this Agreement. No action or failure to act by the CITY shall be taken as a waiver of its right to insist that SAUCEDO abide by the terms of this clause, including but not limited to a claim for equitable or injunctive relief, Manager of the CITY. The parties expressly agree that damages for breach of the confidentiality clause are difficult to calculate and not readily ascertainable. Therefore, the parties agree that, in addition to equitable relief that may be sought by the CITY, SAUCEDO shall, subject to the confidentiality provisions in this Agreement, pay to CITY the sum of \$1,500.00 as agreed liquidated damages (i) for each breach by SAUCEDO of the confidentiality clause set forth in this Paragraph 3.0(D) following his receipt of this Agreement on September 12, 2025 and (ii) for each breach of the confidentiality clause set forth in this Paragraph 3.0(D) by any of the individuals listed herein to whom certain disclosures by SAUCEDO are authorized following SAUCEDO's receipt of this Agreement on September 12, 2025.

G. To the extent that CITY learns that SAUCEDO or others have violated the confidentiality clause set forth in this Paragraph 12 prior to the CITY's payment of amounts due to SAUCEDO pursuant to Paragraph 2, SAUCEDO agrees that CITY may reduce the gross amount of such payment by \$1,500.00 for each violation, accompanied by a statement by the Mayor describing each such violation. The payment by SAUCEDO of liquidated damages for violations by SAUCEDO or others of the confidentiality clause set forth in this Paragraph 3.0(D) after the payment by CITY set forth in Paragraph 2 shall be made by SAUCEDO on written demand by CITY, accompanied by a statement by the Mayor describing each such violation. In no event shall the total payment by SAUCEDO for violations of the confidentiality clause of Section 3.0(D) exceed \$1,500.00.

#### **4.0 Appeals**

A. Upon execution of this Agreement, SAUCEDO shall not file appeal or sue or file any action before any administrative or judicial for any of the claims which were asserted, or which could have been asserted against CITY and agrees not to file suit for and in connection with the matters related to or arising out of the employment or other relationship of SAUCEDO with CITY. This provision does not prohibit SAUCEDO from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement, or from enforcing rights that may arise subsequent to his signing this Agreement.

#### **5.0 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas with venue in Maverick County, Texas.

#### **6.0 Additional Documents**

SAUCEDO agrees to cooperate fully and execute any and all supplementary documents and to take all additional action necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

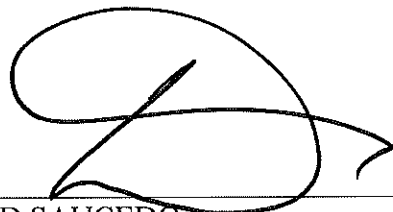
#### **7.0 Entire Agreement**

This Agreement represents and contains the entire agreement between the parties hereto related to the subject matter hereof, and the terms of this Agreement are contractual and not a mere recital. Further, this Agreement supersedes any and all prior oral and written agreements and understandings related to the subject matter hereof, and no representation, warranty, condition, understanding, or agreement of any kind with respect to the subject matter hereof shall be relied upon by the undersigned unless incorporated herein.

#### **8.0 Effectiveness**

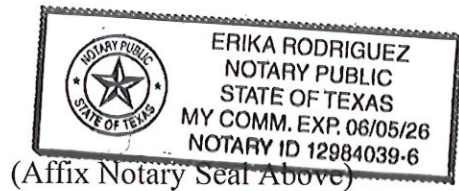
This Agreement shall become effective immediately following execution by DAVID SAUCEDO and in line with Section 1.0(B).

**APPROVED AS TO FORM AND CONTENT:**

  
\_\_\_\_\_  
DAVID SAUCEDO

STATE OF TEXAS                   §  
COUNTY OF MAVERICK       §

This Settlement and Release Agreement was acknowledged before me by DAVID SAUCEDO on the 12<sup>th</sup> day of September, 2025.



Erika Rodriguez  
NOTARY PUBLIC, STATE OF TEXAS

**APPROVED AS TO FORM:**

By:   
HOMERO BALDERAS  
CITY MANAGER  
CITY OF EAGLE PASS, TEXAS



**EXHIBIT A**  
**[See attached letter]**

September 12, 2025

City of Eagle Pass  
100 E Main Street  
Eagle Pass, TX 78852

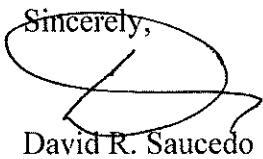
Subject: Resignation Letter

To Human Resources Department,

This letter is a formal notice of my resignation from my position as General Bridge Manager, effective Friday, September 12, 2025. Please advise me if there are any additional steps that I need to take.

Thank you

Sincerely,

A handwritten signature in black ink, appearing to read "David R. Saucedo", written over a horizontal line.

David R. Saucedo

Approved  
JLB  
Homero Balderrama  
9/12/2025