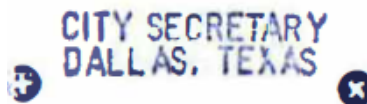


Memorandum

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2024 MAY 14 PM 5: 04



CITY OF DALLAS

DATE May 14, 2024
TO Tammy Palomino, City Attorney
SUBJECT **City Manager Severance**

Dear Ms. Palomino:

As you know, on February 21, 2024, then Dallas City Manager T.C. Broadnax notified the Dallas City Council of his resignation from his position as City Manager allegedly “following suggestions that [he] resign by a majority of the City Council.” Mr. Broadnax’s resignation was characterized as “involuntary separation,” triggering a severance clause in his Agreement of Employment, in which he is “entitled to receive a lump sum payment equal to twelve (12) months of his then-current base salary to be paid in a single lump sum payment.”

I am writing to express my opposition to the City of Dallas paying any severance to Mr. Broadnax.

While Mr. Broadnax’s Agreement of Employment stipulated that he would receive a severance payment if a majority of the Dallas City Council suggested he resign, the background and timeline of these events raise serious questions about the legitimacy of this alleged “involuntary separation.”

On the date of his resignation, WFAA-TV, a reputable local journalistic outlet, published a story online — attributed to four City Councilmembers — that outlines a behind-the-scenes scheme that was first initiated not by the City Council, but by Mr. Broadnax himself:

“According to councilmembers WFAA spoke with, Broadnax first approached councilman Jaime Resendez to discuss his potential departure. As part of their discussion, sources confirmed to WFAA, the two agreed to keep their conversation quiet, allowing Broadnax to leave the city on his own terms.

“But to do that, Broadnax is said to have asked Resendez to identify a collective of eight city council members who would personally ask him to resign. If eight members — a majority of city council (made up of representatives of 14 districts across the city, plus the mayor) — asked for Broadnax’s resignation, that would then trigger a severance clause in Broadnax’s contract that would allow him to set his own last day in office and to leave to work for another city without any restrictions levied by the City of Dallas.

“It could also allow Broadnax to head out the door with a hefty payout [...].”

This account has yet to be denied by Mr. Broadnax or by any of the City Councilmembers who were reportedly involved. WFAA has not retracted the story, nor have they issued any corrections. There has been no indication anyone has asked them to do so. Indeed, some — if not all — of the City Councilmembers identified in the April 8, 2024 memorandum provided by Mr. Broadnax have both publicly and privately stated support for him and his work as the city manager. Many of them, in fact, previously voted in favor of awarding him a raise as a result of his last performance review.

Curiously, Mr. Broadnax was also named as a finalist for the city manager position in the City of Austin, Texas on March 5 — a mere 13 days after he resigned from the City of Dallas. At that point, the City of Austin had been recruiting potential city manager candidates for months. A few weeks later, on April 4, the City of Austin offered Mr. Broadnax the job. Mr. Broadnax began working for the City of Austin on May 6 — less than two months after his resignation.

This timeline, as well as the friendly relationship between Mr. Broadnax and the City Councilmembers who reportedly “suggested” he resign, indicate that Mr. Broadnax’s “involuntary separation” occurred as reported by WFAA and was meant to ensure Mr. Broadnax could depart from the City of Dallas with severance pay shortly before pursuing and accepting a position with the City of Austin.

If this is indeed the case — as the available evidence currently supports — it is wholly inaccurate to characterize Mr. Broadnax's separation as “involuntary.” Therefore, the severance clause of Mr. Broadnax’s Agreement of Employment should not apply, and the City of Dallas should have no obligation to pay Mr. Broadnax nearly half a million dollars from Dallas’ taxpayers.

As the City of Dallas’ chief legal counsel, whose job it is to defend the residents and taxpayers of Dallas, could you please clarify the following:

Considering the highly questionable nature and background of Mr. Broadnax’s resignation, should Mr. Broadnax be paid severance pay from the City of Dallas?

I look forward to your response. Should you have any questions, please contact my office.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Johnson", with a long horizontal line extending to the right.

Eric L. Johnson
Mayor