

VOLUNTARY SEPARATION & RELEASE AGREEMENT

This Voluntary Separation & Release Agreement ("Separation Agreement") is made by Paul Leal and the City of Hutto, Texas (collectively referred to as "THE PARTIES") upon his resignation from the City of Hutto and to release any potential claims associated with Paul Leal's voluntary resignation and separation from employment with the City of Hutto.

WHEREAS, Paul Leal has elected to resign his employment and has voluntarily offered to execute and deliver this Voluntary Separation Agreement for the consideration stated herein; and,

WHEREAS, the City of Hutto will accept the resignation of Paul Leal and THE PARTIES wish to amicably enter into this Separation Agreement to document the consideration exchanged and to compromise and settle all claims and causes of action of any kind whatsoever which Paul Leal has asserted, may assert, or could assert in the future, regarding any claim, injury, or loss of any nature or kind whatsoever, whether arising out of any existing claims or allegations, or any other facts, events or circumstances arising from or connected with his employment with the City of Hutto, whether known or unknown;

NOW, THEREFORE, the PARTIES agree as follows:

1.0 Release, Discharge and Other Consideration

A. In consideration of the terms set forth in Section 2, Paul Leal agrees not to file any claims against or sue the City of Hutto, as that term is defined in this Separation Agreement, and is releasing all of them from any and all claims for breach of contract, personal injury, wages, benefits, defamation, slander, wrongful discharge, whistleblower and any and all claims based on any oral or written agreements or promises including, but not limited to, claims arising under the Fair Labor Standards Act, as amended, the Family and Medical Leave Act, the Employee Retirement Income Security Act of 1974, as amended, the Worker Adjustment and Retraining Notification Act, COBRA, the Texas Health & Safety Code, the Texas Labor Code (to the extent allowed by law), relating to employee rights and discrimination, and are releasing all of them from any and all claims for discrimination, retaliation or harassment in employment on the basis of race, color, creed, religion, age, national origin, alienage or citizenship, gender, sexual orientation, disability, marital status and/or veteran status, including, but not limited to, any and all rights and claims he may have arising under Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Older Workers Benefit Protection Act of 1990, the Texas Commission On Human Rights Act, the Texas Payment of Wages Act, and any other federal, state or local law or regulation, arising at any time connected with his employment with the City of Hutto through the date that this Separation Agreement becomes effective, and hereby completely releases and forever discharges the City of Hutto from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether alleged liability is based on tort, contract or other theory of recovery, which Paul Leal now has, or which may hereafter accrue or otherwise

be acquired, on account of, or may in any way arise out of his employment relationship with the City of Hutto. The parties agree that the terms of this release shall be mutual.

B. This release and discharge shall also apply to the City of Hutto's past, present and future officers, council members, directors, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, insurers, successors in interest and assigns; as well as to the City of Hutto's employees and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

C. This Separation Agreement was reviewed by Paul Leal and his legal counsel and he acknowledges that he negotiated, read, modified, and understands the provisions of this Separation Agreement, had an adequate time to consult with his private attorney regarding the effect of this Separation Agreement and is advised by his legal counsel that this Separation Agreement is and shall be a fully binding and complete Separation Agreement.

D. Paul Leal acknowledges and agrees that the release and discharge set forth above is a general release. Paul Leal expressly waives and assumes the risk of any and all claims for damages, which exist as of the effective date of this Separation Agreement.

E. Paul Leal and his legal counsel further agree to fully and timely cooperate in the preparation, execution and filing of any necessary documents to give effect to this Separation Agreement.

F. Paul Leal acknowledges and understands that the consideration described in Section 2.0 A is the total consideration to be granted in this Separation Agreement. THE PARTIES agree that the consideration that Paul Leal receives in this Separation Agreement is to cover all amounts, including any otherwise accrued benefits, compensation or contract rights, benefits and entitlements whatever they may be, provided by the City of Hutto to Paul Leal upon his resignation.

2.0 Consideration

A. In exchange for the Separation Agreement and the consideration made by Paul Leal described herein, the City of Hutto agrees to the following settlement terms:

1) The City Manager shall accept the matter from the Independent Hearing Examiner, consider Paul Leal's written resignation (attached as Exhibit 1) as disposing of the appeal without making a finding on the allegations forming the basis of his termination and issue a disposition memorandum rendering the appeal "not-sustained - resignation" attaching a copy of the resignation to the disposition memorandum (attached as Exhibit 2).

2) That the City and Police Chief shall amend the F-5 Termination report to reflect either a General Discharge or Honorable Discharge, after considering the form and content of his resignation. The final selection of the form of discharge to be reported shall remain in the sole discretion of the Police Chief. The amended

F-5 report shall be filed with TCOLE, and a copy of the same provided to Paul Leal by 5:00 pm, December 22, 2015.

3) That the TCOLE F-5 Contest filed with the State Office of Administrative Hearings (SOAH) shall be dismissed in a jointly filed notice to SOAH and TCOLE informing them of the agreement of the parties to modify the F-5 Termination Report for Paul Leal.

B. Paul Leal, agrees and requests, in addition to any other obligation placed upon him in this Separation Agreement, and in consideration of the terms set forth above, to the following settlement terms:

1) That his request for a public hearing before an Independent Hearing Examiner is withdrawn, returning this matter to for final disposition to the City Manager effective December 8, 2015;

2) That the City Manager shall accept and consider Paul Leal's written resignation as disposing of the appeal without making a finding on the allegations forming the basis of his termination; therefore, the appeal shall be closed with a memorandum by the City Manager making a finding in the appeal of "un-sustained – resignation" and attach a copy of the resignation to the disposition memorandum.

3) That he shall dismiss his TCOLE F-5 Contest filed with the State Office of Administrative Hearings (SOAH) in a jointly filed notice to SOAH and TCOLE of the agreement of the parties to modify the F-5 Termination Report for Paul Leal from a "Dishonorable Discharge" to either a General Discharge or Honorable Discharge, after considering the form and content of his resignation. The final selection of the form of discharge to be reported shall remain in the sole discretion of the Police Chief.

C. The Parties agree that the settlement terms specifically excludes any monetary consideration.

3.0 Acknowledgment of Separation Terms and Conditions

A. In entering into this Separation and Release Agreement, THE PARTIES represent that the terms of this Separation and Release Agreement are fully understood and voluntarily accepted by THE PARTIES and that the acceptance of this Separation Agreement is based solely on the representations made herein and not upon any other terms or conditions not specifically recited herein.

B. THE PARTIES promise to abide by the terms and conditions in this Separation Agreement and understand that if they do not, either party may take legal action against the other to enforce the terms of this Separation Agreement for such breach.

C. THE PARTIES understand that this document contains the entire agreement between THE PARTIES and replaces any prior agreements or understandings between them.

4.0 Waiver

By signing this Separation Agreement, Paul Leal acknowledges and agrees that:

- A. he carefully read, and understands this Separation Agreement;
- B. he was given adequate time to consider his rights and obligations under this Separation Agreement and to consult with an attorney;
- C. he consulted with and was represented by an attorney holding sufficient competence to adequately advise him regarding his rights and obligations under this Separation Agreement, or had an adequate time to consult with an attorney and any other advisors of his choice before signing this Separation Agreement;
- D. he holds a clear understanding that this Separation Agreement is legally binding and that by signing it he gives up certain rights;
- E. he has voluntarily chosen to enter into this Separation Agreement and has not been forced or pressured in any way to sign it;
- F. the waiver and release in this Separation Agreement includes a waiver and release of all claims he may have under the Age Discrimination in Employment Act of 1967, and the Older Worker Benefit Protection Act (29 U.S.C. § 621 et se.); and

5.0 Warranty of Capacity to Execute Separation Agreement

Paul Leal represents, warrants and contracts that no other person, attorney, law firm or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Separation and Release Agreement, except as otherwise set forth herein or that if any such interest exists, it will be fully satisfied with the settlement conditions; that

Paul Leal has the sole right and exclusive authority to execute this Separation and Release Agreement and receive the sums specified in it; and that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Separation and Release Agreement. It is Paul Leal's specific intent that the City of Hutto shall not be subjected or exposed to any liability whatsoever in connection with his resignation and separation of employment with the City of Hutto.

6.0 Governing Law

This Settlement and Release Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue shall be solely in Williamson County.

7.0 Additional Documents

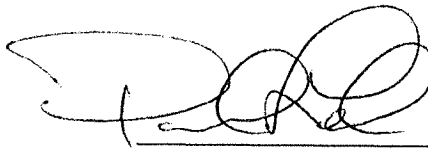
Paul Leal agrees to cooperate fully and execute any and all supplementary documents and to take all additional action necessary or appropriate to give full force and effect to the terms and intent of this Settlement and Release Agreement.

8.0 Effectiveness

This Settlement and Release Agreement shall become effective immediately after its execution by Paul Leal and is void if not executed by Paul Leal before 5pm on 12/18/2015.

APPROVED AS TO FORM AND CONTENT:

STATE OF TEXAS
COUNTY OF TRAVIS



Paul Leal Date 12/18/2015 2:20pm
Time


This Separation and Release Agreement was acknowledged before me by **Paul Leal** on the 18th day of December 2015.



NOTARY PUBLIC, STATE OF TEXAS

(Affix Notary Seal Above)





By: **Karen Daly** Date 12.22.15
City Manager

This Separation and Release Agreement was acknowledged before me by **Karen Daly, City Manager** on the 22 day of December 2015.



NOTARY PUBLIC, STATE OF TEXAS

(Affix Notary Seal Above)

