

SEPARATION AGREEMENT

This Separation Agreement is between the City of Hutto, Texas ("Hutto") and Odis Jones ("Jones").

1. **Severance.** Hutto and Jones agree that pursuant to the contract between Hutto and Jones, Jones will separate from employment with Hutto on December 31, 2019. This shall be a termination without cause.

2. **Effective Dates.** Pursuant to the contract between Hutto and Jones, upon separation, effective on January 1, 2020, Jones will receive a severance payment of twelve (12) months of Jones' current base salary plus unpaid sick leave and vacation time. Jones will also receive a continuation of group health insurance benefits under Hutto's group health plan. The right to receive the continuation of group health benefits shall continue for twelve (12) months, commencing January 1, 2020, and shall end at such time as Jones enters an employment relationship with an employer that provides group health insurance. Jones shall be responsible for his contribution towards the group health plan as now in effect under Jones' current employment agreement.

3. **Deletion of Non-Competition Agreement.** Section 3.2 of Jones' contract effective as of the 20th day of July 2018 regarding non-competition is waived as of December 31, 2019.

4. **Information on Hutto.** Prior to the date of severance of employment, Jones shall provide full and complete information regarding current Hutto matters in which Jones is involved. This information shall be provided to one or more individuals designated by the Mayor of Hutto. Jones shall be available to consult with Hutto on matters in which Jones is now involved after the date of severance. This consultation shall involve responding to questions regarding ongoing matters in which Jones has been involved before December 31, 2019.

5. **Waiver and Release.** Hutto agrees to waive any and all claims it may have or has against Jones, whether known or unknown, as of the effective date of the severance. In consideration of the terms and conditions of this Agreement, including but not limited to the Hutto's agreement to provide Jones with severance payments that constitute additional consideration beyond amounts to which Jones is otherwise entitled, Jones hereby releases and forever discharges Hutto, its agencies, affiliates, and assigns, and each of their respective Council members, officers, directors, agents, and employees, in their individual and official capacities, (collectively referred to herein as the "Released Parties") from any and all claims, causes of action, liabilities, obligations, costs, and damages of any nature whatsoever, both known and unknown, accrued as of the effective date of this Agreement, including, but not limited to, any claims based on NEGLIGENCE (WHETHER SIMPLE, GROSS, SOLE, OR CONCURRENT), libel, slander, interference with contractual relations, negligent infliction of emotional distress, intentional infliction of emotional distress, wrongful termination, constructive discharge, and claims based on rights under any federal or state anti-discrimination laws, including but not limited to the Civil Rights Act of 1964, as amended ("Title VH"); the Americans with Disabilities Act; the Age Discrimination in Employment Act ("ADEA"); the Equal Pay Act; the Lilly Ledbetter Fair Pay Restoration Act of 2009; the Family and Medical Leave Act; the National Labor Relations Act;

the Texas Whistleblower Act, Chapter 554 of the Texas Government Code; Sections 1981 of Title 42 of the United States Code; the Texas Worker's Compensation Act; the United States Constitution; and the Texas Constitution; and any and all state discrimination and retaliation laws, including, but not limited to, the Texas Commission on Human Rights Act (prohibiting discrimination based upon age, race, sex, religion, national origin, disability), and any and all statutory claims and common law causes of action for breach of contract or tort, which he has or may have against any of the Released Parties for any act or omission, or alleged act or omission, which occurred on or at any time prior to the date of Jones' execution of this Agreement (the "Released Claims"). Jones understands and agrees, in compliance with any statute or ordinance which requires a specific release of unknown claims or benefits, that this Agreement includes a release of unknown claims, and Jones hereby expressly waives and relinquishes any and all claims, rights or benefits that he may have which are unknown to Jones at the time of the execution of this Agreement. Jones understands and agrees that if, hereafter, he discovers facts different from or in addition to those which he now knows or believes to be true, that the waivers and releases of this Agreement shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of such fact. Hutto agrees to waive all applicable claims above it has or may have against Jones. Hutto and Jones have entered into this Agreement having consulted with attorneys of their choosing and having the terms and consequences of entering into this agreement having been explained to them by their counsel.

6. Confidentiality of Terms of this Agreement and Non-Disparagement. Jones and Hutto agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties alleges a breach of this Agreement. However, Jones agrees that the fact that Jones and Hutto have reached this Agreement and its terms, specifically including, but not limited to, the amount paid hereunder, will be treated as a strictly confidential matter between the Parties, and will not be disclosed unless a legal requirement supersedes, including but not limited to the Open Records Act.

Jones agrees now, and after his employment terminates with Hutto not to disparage or defame Hutto, in any respect or to make any derogatory comments, whether written or oral, regarding Hutto, affiliates, its current or former officers, city manager, elected officials, directors, employees, attorneys, agents, or contracting parties, or its business or operations. Furthermore, Hutto agrees not to disparage, make any derogatory comments, whether written or oral against Jones.

Jones agrees and acknowledges that Hutto denies any liability to Jones and that Hutto entering into this Agreement does not constitute an acknowledgment that Hutto of any employee or official of Hutto did anything wrong with regarding to the Jones or his employment. Moreover, the Jones acknowledges that Hutto is entering into this agreement purely for the purpose of avoiding the uncertainty and cost of any potential claims that could be brought by the Jones.

7. Non-Solicitation. Jones agrees that as part of the consideration for the separation agreements and the benefits conferred herein, Jones will not solicit any current development projects, development or industry now developing in Hutto or with which Jones has been negotiating to locate and develop in Hutto, for a period of one (1) year after the effective date of Jones' separation.

8. General Provisions. This Agreement represents the entire understanding and agreement of the Parties. It supersedes any written or oral agreements or statements of either Party. This Agreement shall inure to the benefit of and be binding upon Jones, Jones' heirs, personal representatives and assigns, and Hutto, its successors and assigns. This Agreement may be amended only in writing signed by Jones and by a duly authorized representative of Hutto.

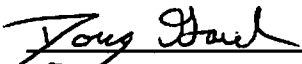
9. Period for Execution. Jones shall have a period of twenty-one (21) days from the date of delivery of this Agreement to accept the Agreement by signing and delivering the executed Agreement to Michael Shaunessy, in his capacity at City Attorney and shall have seven (7) days following the execution of this Agreement during which he may revoke this Agreement by providing to the Director of HR of Hutto written notice of his revocation. If this Agreement is not revoked by Jones during said seven (7) day period, it shall be deemed accepted and severance payments will commence as provided herein. This Agreement shall not be effective or enforceable until the revocation period has expired.

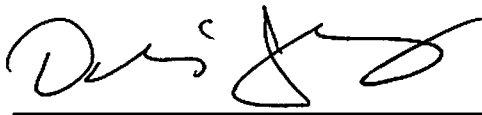
10. Construction of Agreement Venue. This Agreement is entered into in the State of Texas and shall in all respect be interpreted, enforced, and governed by the internal laws of the State of Texas. Venue for any action arising out of this Agreement shall be in Williamson County, Texas.

JONES STATES AND AGREES THAT HE HAS CAREFULLY READ THE FOREGOING SEVERANCE AGREEMENT AND THAT HE KNOWS AND UNDERSTANDS THE CONTENTS OF THE AGREEMENT AND THAT HE EXECUTES THE SAME AS HIS OWN FREE ACT AND DEED.

Delivered to Jones on this the 22 day of November, 2019.

CITY OF HUTTO

By: 
Name: DOUG GANN
Its: MAYOR
Date: 11/22/2019


Odus Jones
Date: 11/22/19