

STATE OF TEXAS

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COUNTY OF WILLIAMSON

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SETTLEMENT AGREEMENT AND RELEASE

I.

1. The parties to this Settlement Agreement and Release (“the Agreement”) are Williamson County, Texas, and its officers, agents and employees (the “County”) and Barry Simmons (“Simmons”) collectively referred to herein as the “Parties”.

2. WHEREAS, Simmons has asserted certain disputed claims against the County and/or its officers, agents and employees related to his employment and to his termination from employment with Williamson County (the “Claim” or “Claims”) and the County denies all such Claims; and

3. WHEREAS, County, while denying liability for all such claims, by this Agreement has decided to compromise and settle these disputed claims in order to avoid further conflict, cost, expense and litigation; and

4. WHEREAS, the Parties have agreed to compromise and settle the Claims in their entirety on the terms stated in this Agreement;

5. NOW THEREFORE, for the mutual consideration expressed in this Agreement, the Parties agree to the following terms and to those stated in the paragraphs/sections of this Agreement herein below:

- (a) Simmons shall be employed in the position of Deputy Constable, Precinct 4, subject to the approval of the Constable, Precinct 4, on a 32 hours per

week basis at his previous salary rate commencing from the effective beginning date of employment in Feb. 2012 and this employment will continue through the earliest date Simmons qualifies for retirement (estimated to be 09-30-12), at which point Simmons's employment will terminate;

- (b) County, through the Commissioners Court of Williamson County, shall approve the appointment of Simmons as a Deputy Constable for the Constable, Precinct 4, subject to the approval of the Constable, Precinct 4;
- (c) County shall restore Simmons's previously accrued sick leave time of 250 hours;
- (d) Williamson County shall issue a check in the total sum of \$2,000.00 payable to Howard & Kobelan, Attorneys at Law, in full and complete satisfaction of attorneys' fees and expenses arising from or relating to the Claims. This check shall be mailed or otherwise delivered to Simmons' attorneys within twenty (20) business days of the execution of this Agreement. The Parties represent there are no outstanding taxable costs related to the Claims, and no statutory or common law liens exist to secure payment for any such expenses.
- (e) Simmons, by his signature below, represents and warrants that he is fully competent to enter into this Agreement and is doing so only after full consultation with counsel regarding the meaning and intent of this Agreement and all of its terms;

- (f) Simmons, by his signature below, agrees that he shall be solely responsible for any and all federal, state and local tax consequences that result from his receipt of the settlement funds paid in accordance with this Agreement, or any portion thereof and that he shall indemnify and hold harmless Williamson County, Texas for any and all tax consequences of such payment; and
- (g) Simmons, by his signature below, covenants not to sue the released parties described below based on any cause of action currently asserted in or related to the Claims or that is the subject of this Agreement and/or the release contained herein.

6. *Confidentiality:* The Parties further agree that each of them, their attorneys, agents, personal representatives, and/or any person claiming any right by, through or on behalf of them or derived from them, will hold the terms of this Settlement Agreement and Release confidential and will not disclose the terms of this settlement to anyone except as follows:

- (a) The parties to this Agreement and their attorneys;
- (b) Simmons and members of his immediate family;
- (c) Williamson County and its agents and officials;
- (d) If the Parties expressly agree in writing to the other's specific disclosure;
- (e) The Parties' respective tax advisors or the Internal Revenue Service, upon proper notice and request; and/or
- (f) as required by law.

The Parties further understand and agree that any disclosure of the information covered by this paragraph may cause significant harm to the other, and as such if either party violates this confidentiality clause that party shall be responsible for damages proximately caused to the other party.

7. *Agreement To Not Reapply for Employment with Williamson County:* Simmons agrees that he will not apply / reapply for employment or future employment as an employee with Williamson County.

II.

RELEASE

8. This release is executed by Barry Simmons, the undersigned. The parties released are Williamson County and its agents, officers, servants, employees, elected officials and administrators, including but not limited to, the Williamson County Constable Precinct 3, Bobby Gutierrez, and officers and employees of the Williamson County Constable Precinct 3's Office (the "Released Parties").

9. I, Barry Simmons, for the consideration and payment stated in this Agreement, have released, acquitted and forever discharged, and by these presents do, for myself, my heirs, executors, administrators, legal representatives and assigns, release, acquit and forever discharge, indemnify and hold harmless Williamson County and its representatives, agents, officers, servants, and employees, including but not limited to, the Williamson County Constable Precinct 3, Bobby Gutierrez, and officers and employees of the Williamson County Constable Precinct 3's Office and all other persons, firms and corporations who might be liable, from any and all claims, demands and causes of action, of whatsoever nature, whether in contract, tort, constitutional, statutory or common law, which have accrued or may ever accrue to me, my heirs, executors, administrators, legal representatives or assigns, for and on account of and arising from the incidents and claims asserted by me related to my employment and to my termination from employment with Williamson County and the Williamson County Constable Precinct 3's Office. By way of illustration only and not by limitation, Simmons

specifically releases any and all claims or causes of action based on any alleged violation of rights under Chapter 554 of the Texas Government Code or any other claims under Texas or federal law or constitutional law.

10. The consideration hereinabove mentioned is accepted by me in full compromise and settlement of all claims and causes of action against the Released Parties being asserted and claimed by me or which might have been or could be asserted and claimed by now or in the future, whether for property damages, personal injury or other loss or damage. Upon request, I will furnish evidence to the parties hereby released of the payment in full of all liens including but not limited to the release of all hospital or medical liens and expenses.

11. As part of the consideration for the payment of the sum of money mentioned above, I expressly state, that I will satisfy all outstanding and unpaid medical expenses, hospital liens, insurance subrogation claims, or other such liens and claims myself and I agree to, and hereby vow, to indemnify and hold harmless each and all of the Parties hereby released from any and all claims, liens, demands, actions, causes of action of whatsoever nature or character, which have been or may hereafter be asserted by any person, firm, or corporation whomsoever, arising out of, resulting from, or in any manner connected with the incidents and suit described above.

12. It is agreed and understood that the payment of the above mentioned sum of money is being made by the parties here released in compromise and settlement of disputed claims, and in order that such parties may avoid litigation and buy their peace, and such payment is in no way to be construed as an admission of liability on the part of the parties hereby released or anyone else, all liability being expressly denied.

13. As a further part of the consideration for the payment of the sum of money mentioned above, I hereby expressly warrant and represent to the parties released that before executing this instrument, I have fully informed myself of its terms, contents, conditions and effects; that in making this settlement I have had the benefit of advice of an attorney; that no promise or representation of any kind has been made to me by the parties hereby released or anyone acting for them, except as is expressly stated in this instrument.

14. I further state that as part of the consideration for the payment of the sum of money mentioned above, I have relied solely and completely upon my own judgment and advice of my attorney in making this settlement and I fully understand that the above agreed actions or consideration and sum of money mentioned above is all the consideration or actions to be taken and money that is ever to be paid as a result of the above described incidents and claims, whether for past or future injuries and damages.

III.

GENERAL / MISCELLANEOUS PROVISIONS

15. This contract contains the entire agreement between the parties hereto and no representation, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

16. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be deemed to for all purposes to be one and the same agreement.

17. SIGNED this the 10TH day of February, 2012.

Barry Simmons
BARRY SIMMONS

WILLIAMSON COUNTY, TEXAS

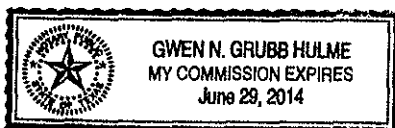
By: [Signature]
County Judge, Dan Gattis

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BEFORE ME, the undersigned authority, on this day personally appeared BARRY SIMMONS, known to me to be the person who executed the foregoing instrument as his free, voluntary act and deed, after it having been fully explained to him, and after realizing the effect thereof to be a full and final discharge and release of the said Parties therein recited for any manner of thing dealt with in said instrument; and that the same was executed by him for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 10 day of February, 2012.



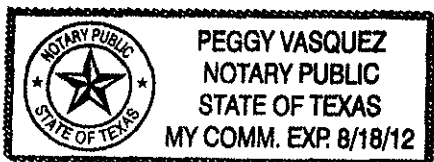
Gwen N. Grubb Hulme
NOTARY/PUBLIC, STATE OF TEXAS
My Commission Expires 6-29-14

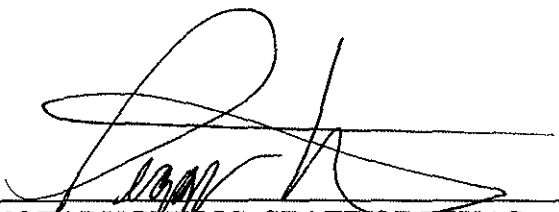
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BEFORE ME, the undersigned authority, on this day personally appeared DAN GATTIS County Judge of Williamson County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 14th day of February, 2012.





NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires _____

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I, Derek Howard., represent and warrant that I am the Attorney for Barry Simmons, that the foregoing is his true and genuine signature, and that I have recommended the above settlement to him. I hereby state that the above instrument has been fully and completely explained to Barry Simmons. I do hereby approve the foregoing Settlement Agreement and Release.

EXECUTED on this 10th day of February, 2012.


DEREK HOWARD