

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

RELEASE OF CLAIMS(S) & COVENANT NOT TO SUE

This agreement (the "Agreement") is made and entered into by and between Shana Tillerson (Tillerson) and Williamson County, Texas (the County) by and through Williamson County Emergency Medical Services (WCEMS), regarding matters relative to the past employment of Tillerson and Tillerson's release of certain claims or potential claims. In consideration of the mutual covenants contained herein, the parties agree as follows:

I. RECITALS

1.01 Tillerson has been terminated from employment with the WCEMS. This Agreement is for the purposes of mutual agreement regarding designation of a neutral reference contact person; agreement on statements to be made relative to Tillerson's separation from employment; and a release and covenant not to sue by Newsom as to any claims or matters related to her termination from employment.

II. AGREEMENTS

2.01 *Neutral Reference:* WCEMS agrees that the Human Resources Director for Williamson County, Lisa Zirkle, or her designee in the Human Resources Department, shall be designated and act as a neutral reference regarding inquiries by prospective employers to Williamson County regarding Tillerson's employment.

2.02 *Employment Background Information Inquiries / Reference Inquiries:* Tillerson agrees that she will request prospective employers to direct employment background information inquiries and/or employment reference inquiries to the Human Resources Director and the Human Resources Director or her designee shall only (1) confirm dates of employment; (2) if requested, confirm the job position(s) in which Erickson was employed, and (3) if requested for information as to reasons for separation from employment, decline to comment. WCEMS and County shall not be responsible for responses to informational inquiries directed to or received by individuals other than the Human Resources Director or her designee. This agreement and all documents relative to Tillerson's employment are subject to all provisions of the Texas Public Information Act, Chapter 552, Texas Government Code. Upon request, copies of documents, including if applicable this Agreement, will be furnished to a requestor as required by the provisions of the Texas Public Information Act.

2.03 *Release:* Tillerson agrees, in consideration of this agreement, to release and does this date RELEASE, ACQUIT, and FOREVER DISCHARGE, Williamson County and WCEMS and their officers, agents and employees from any and all claims, demands, actions, or causes of actions, of whatsoever kind or nature, at law, common, statutory or constitutional, or equity which Tillerson has or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly attributable to Tillerson's employment and her termination from employment from WCEMS; it being intended to release all claims of any kind which Tillerson might have against those hereby released, and Tillerson further agrees, by covenant, not to sue or assert any type of claim through any means (including, without limitation, the filing of an EEOC charge or Texas

Workforce Commission charge) against the released parties for any such claims arising from the above described employment and termination of employment or omissions to act of the WCEMS and/or Williamson County.

III. GENERAL PROVISIONS

3.01 It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, next of kin, heirs, executors, administrators, successors, assigns, agents, officers, servants, employees and administrators.

3.02 It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

3.03 It is understood and agreed that this Agreement shall be governed by, construed and enforced in accordance with, and subject to, the laws of the State of Texas.

3.04 It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise doubtful and disputed claims, avoid litigation, and buy

peace, and that no consideration given shall be construed as an admission of liability, all liability being expressly denied.

3.05 SHANA TILLERSON WARRANTS THAT SHE HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS IT TO BE A RELEASE OF ALL CLAIMS, KNOWN OR UNKNOWN, PRESENT OR FUTURE, THAT SHE HAS OR MAY HAVE AGAINST THE PARTY OR PARTIES RELEASED ARISING OUT OF THE MATTERS DESCRIBED SHANA TILLERSON WARRANTS THAT SHE IS OF LEGAL AGE AND LEGALLY COMPETENT TO EXECUTE THIS AGREEMENT AND THAT SHE DOES SO OF HER OWN FREE WILL AND ACCORD WITHOUT RELIANCE ON ANY REPRESENTATION OF ANY KIND OR CHARACTER NOT EXPRESSLY SET FORTH HEREIN.

3.06 In further consideration, the undersigned Tillerson does hereby agree to indemnify and hold harmless the WCEMS and Williamson County and any other persons, firm or corporation bound to defend or pay judgments against them, their agents, officers, servants, employees and administrators, from and against any and all claims, demands or causes of action, including claims for contribution or indemnity, and the reasonable and necessary cost, including attorneys fees, incurred in defense of such claim(s) which Tillerson has or may have arising out or resulting from the occurrence as above described.

IN WITNESS WHEREOF, the parties have executed this agreement on this

8TH day of OCTOBER, A.D., 2012.

SHANA TILLERSON


KENNY SCHNELL
Director, Williamson County EMS

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared SHANA TILLERSON, known to me to be the person who executed the foregoing instrument as her free, voluntary act and deed, after it having been fully explained to her, 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 her for the purposes and considerations therein expressed.

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

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires _____


SHANA TILLERSON

KENNY SCHNELL
Director, Williamson County EMS

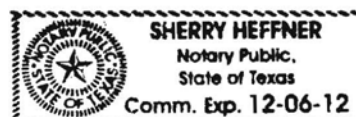
THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared SHANA TILLERSON, known to me to be the person who executed the foregoing instrument as her free, voluntary act and deed, after it having been fully explained to her, 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 her for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 8TH day of
OCTOBER, 2012.


NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 12-6-12



THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

I, Brent T. Sykora., represent and warrant that I am the Attorney for Shana Tillerson, that the foregoing is her true and genuine signature, and that I have recommended the above agreement to her. I hereby state that the above instrument has been fully and completely explained to Shana Tillerson. I do hereby approve the foregoing Agreement and Release.

EXECUTED on this _____ day of _____, 2012.

BRENT T. SYKORA

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared KENNY SCHNELL, Director of Williamson County Emergency Medical Services 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 3rd day of October, 2012.



Kelly S. Luna
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires 04-04-2015

THE STATE OF TEXAS §

COUNTY OF ~~WILLIAMSON~~ §
BEXAR

I, Brent T. Sykora., represent and warrant that I am the Attorney for Shana Tillerson, that the foregoing is her true and genuine signature, and that I have recommended the above agreement to her. I hereby state that the above instrument has been fully and completely explained to Shana Tillerson. I do hereby approve the foregoing Agreement and Release.

EXECUTED on this 8th day of October, 2012.


BRENT T. SYKORA

~~THE STATE OF TEXAS §~~~~COUNTY OF WILLIAMSON §~~

~~BEFORE ME, the undersigned authority, on this day personally appeared KENNY SCHNELL, Director of Williamson County Emergency Medical Services 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 _____ day of _____, 2012.~~

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires _____