

## **AMENDED RELEASE AND INDEMNITY AGREEMENT**

### **RECITALS:**

**WHEREAS**, Terry Ballard ("Ballard") claimed he was subjected to unlawful disability discrimination and retaliation, and other alleged wrongful employment practices, during his employment with and separation from Williamson County and, thereafter, filed a Charge Number 451-2018-02074 with the Equal Employment Opportunity Commission ("EEOC"); and

**WHEREAS**, Williamson County denied Ballard's allegations, denied liability, or that it was in any way responsible for his claimed damages, if any, but reached a prior settlement with Mr. Ballard; and

**WHEREAS**, Mr. Ballard seeks reemployment with the Williamson County Sheriff's Department following the swearing in of newly elected Sheriff Mike Gleason; and

**WHEREAS**, the parties' prior settlement agreement included a "no rehire" clause, worded as follows:

**I agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office.**

and,

**WHEREAS**, the parties seek to amend the prior settlement agreement, and modify the "no rehire" clause as follows, as follows:

**I agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office only for so long as Sheriff Robert Chody is the duly elected Sheriff.**

### **RELEASE:**

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:** That I, Terry Ballard, and on behalf of my heirs, assigns, administrators, legal representatives, and all persons claiming by, through or under me, for a good and valuable consideration, including the amendment of my prior settlement agreement, as described above, the receipt of which is hereby acknowledged, do hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Williamson County, and any of its elected or appointed officials, employees, the law firm of GERMER PLLC, its insurers and risk pools all persons and entities in privity with the foregoing, and any other person or entity, though not named herein ("Released Parties"), who may be legally liable to me, or against whom claims could have been asserted by me, as a result of my prior employment with or separation from Williamson County, anything that has occurred after my separation from Williamson County, or my seeking employment with Williamson County, from any and all claims, demands, liens, charges, debts, judgments, costs, rights and causes of action of any type, kind and character, statutory, equitable or at common law including, but not limited to, any claims of harassment, retaliation, wrongful termination, and any form of unlawful discrimination (race, gender, age, disability, or any other recognized

protected class or characteristic), defamation, wage, overtime, claims arising under the Age Discrimination in Employment Act, the Americans with Disabilities Act of 1990 as amended, the Family and Medical Leave Act of 1993, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 1981, the Civil Rights Act of 1991, the Civil Rights Acts of 1866 and/or 1871, the Employee Retirement Income Security Act of 1974, the Immigration Reform and Control Act, the Older Workers Benefit Protection Act, the Uniformed Services Employment and Re-Employment Rights Act, the Worker Adjustment and Retraining Notification Act, the Sarbanes-Oxley Act of 2002, the Lilly Ledbetter Fair Pay Act of 2009, the Genetic Information Nondiscrimination Act, the National Labor Relations Act, the Labor Management Relations Act, the Fair Labor Standards Act, the Occupational Safety and Health Act, the Employee Polygraph Protection Act, the Texas Labor Code, the Texas Payday Law, the Texas Commission on Human Rights Act or Chapter 21, the Texas Insurance Code, any statute or laws of the State of Texas, or any other federal, state or local whistleblower, discrimination or anti-retaliation statute, law or ordinance, including, without limitation, any workers' compensation or disability Claims under any such laws, Claims for wrongful discharge, breach of express or implied contract or implied covenant of good faith and fair dealing, fraud, misrepresentation, negligence, defamation, intentional tort, and any other Claims arising under state or federal law. I intend this Release and Indemnity Agreement to be as broad and comprehensive as possible and to encompass any claims I presently have or may acquire or discover in the future. Without limitation, I further acknowledge that this Release and Indemnity Agreement encompasses all claims for any type, kind and character of damages or injuries, whether now or hereafter recognized by law, including, but not limited to, economic damages, non-economic damages, personal injury damages, incidental and consequential damages, penalties, fines, liquidated damages, attorneys' fees, pre-judgment interest, pain and suffering, mental anguish, loss of enjoyment of life, distress, embarrassment, humiliation, and inconvenience, based on events that took place prior to the date this agreement is assigned.

It is the intention of the Parties to this Release and Indemnity Agreement that the consideration stated herein fully and completely compensates me for all injuries and damages, known and unknown, past and future directly or indirectly resulting from or in any manner related to my employment with or separation from Williamson County. It is my intention and I understand that by this Release and Indemnity Agreement, I reserve no claims against anyone, whether named or unnamed, arising out of my employment with or separation from Williamson County. In consideration herein, I agree to make no further claim against any person or entity for any damages or injuries directly or indirectly sustained as a result of my employment with or separation from Williamson County. This is a Release and Indemnity Agreement of all who may or could in any way be liable to me as a result of my employment with or separation from Williamson County, anything that occurred after my separation of employment, or in connection with me seeking reemployment with Williamson County.

In entering into this compromise, I acknowledge that I relied fully upon my knowledge and information as to the extent and duration of the injuries and damages received, and that I have not been influenced by any representations made by or on behalf of the Released Parties. I acknowledge that it is possible that I may subsequently discover, develop, or sustain damages or injuries of which I am not aware at this time, or which are not foreseeable or in existence at this time, and I acknowledge that this Release and Indemnity Agreement is intended to extend to and does cover such future damages or injuries which I may incur, develop, sustain, or discover, based on events that took place prior to the execution of this document.

Only the consideration stated herein has been paid or agreed to be paid for this Release and Indemnity Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims which I may have by virtue of the incidents and damages described.

**ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:**

The recitals mentioned herein are contractual and are not mere recitals. This compromise and settlement shall not be offered, exhibited, tendered or admitted for any purpose or matter of proof in any lawsuit, administrative or other proceeding now pending or subsequently filed against the Released Parties, except that the Released Parties may plead and introduce any or all of this Release and Indemnity Agreement as a bar and discharge or to enforce the settlement. Nor shall this compromise or any part hereof be construed or used as an admission of liability on the part of the Released Parties. It is acknowledged that the Released Parties vigorously dispute liability in this case.

**CONTROLLING LAW:**

This Release and Indemnity Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. This Release and Indemnity Agreement is performable in Williamson County, Texas.

**AGREEMENT TO NOT REAPPLY FOR EMPLOYMENT:**

I agree to not reapply for employment with Williamson County or the Williamson County Sheriff's Office so long as Robert Chody is the duly elected Sheriff.

**COPIES MAY BE USED AS ORIGINALS:**

The Parties agree that upon full and complete execution of this instrument, photocopies, faxes, and pdfs of the executed Release and Indemnity Agreement may be used as originals.

**[SIGNATURE PAGE FOLLOWS]**

SIGNED on this 19<sup>th</sup> day of December, 2018 2020

  
TERRY BALLARD

STATE OF TEXAS                   §  
   §  
COUNTY OF Williamson       §

BEFORE ME, the undersigned authority, personally appeared **Terry Ballard**, who proved to me the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing Release and Indemnity Agreement, and acknowledged to me that he executed the same, in the capacities therein stated, and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 19<sup>th</sup> day of December, 2018 2020

  
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NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires: 02/01/2021

