

RELEASE AND INDEMNITY AGREEMENT

RECITALS:

WHEREAS, on January 15, 2019, Stanard & Associates, Inc. ("Claimant") and Williamson County, Texas ("Released Party") entered into a Services Contract for the development of two physical ability tests for Williamson County Sheriff's Office law enforcement and correctional facilities officers ("the Contract");

WHEREAS, on November 16, 2021, the Williamson County Judge issued a letter to Claimant providing notice of its termination of the Contract;

WHEREAS, Claimant, after receiving the Released Party's notice of termination, claimed that Released Party breached its contractual agreement by failing to compensate Claimant in accordance with the Contract, which stipulates that, upon termination of the Contract, the County will be liable "its pro rata share of services rendered and goods actually received"; and

WHEREAS, Claimant issued a demand letter to Released Party on February 16, 2022, demanding payment in the amount to \$8,000.00 for which Claimant contended was a pro rata share of services performed as of the date of Released Party's termination of the Contract; and

WHEREAS, the Released Party denies Claimant's allegations, denies liability, and denies that it is in any way responsible for any of Claimant's alleged damages, if any, but has offered to pay unto Claimant, solely by way of compromise and settlement, and Claimant has agreed to accept, solely by way of compromise and settlement, the total sum of **Eight Thousand Dollars (\$8,000.00)**, as full settlement of all claims asserted, or that could be asserted, against the Released Party whether such claims have, in fact, been asserted.

RELEASE:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That Stanard & Associates, Inc. and its employees, agents, officials, and any other representatives, and any and all other affiliated persons, predecessors, firms, associations, insurers, attorneys, limited partnerships or corporations, and each of their representatives, heirs, successors and assigns, agents, officers, indemnitors, and each of them, and all persons and entities in privity with Stanard & Associates, Inc. (collectively the "Claimant"), for a good and valuable consideration, including the total sum of **Eight Thousand Dollars (\$8,000.00)**, does hereby **RELEASE, ACQUIT, QUITCLAIM and FOREVER DISCHARGE** Released Party, and any and all of its employees, agents, officials, and any other representatives of Released Party, and any and all other affiliated persons, predecessors, firms, associations, insurers, attorneys, limited partnerships or corporations, and each of their representatives, heirs, successors and assigns, agents, officers, indemnitors, and each of them, and all persons and entities in privity with the foregoing (collectively the "Released Parties"), who may be legally liable to Claimant, or against whom claims could have been asserted by Claimant, in relation to the Contract, 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, arising directly or indirectly from or by reason of the Contract.

Claimant intends this Release and Indemnity Agreement to be as broad and comprehensive as possible and to encompass any claims Claimant presently have or may acquire or discover in the future. Without limitation, Claimant further acknowledges 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 Agreement that the consideration stated herein fully and completely compensates Claimant for all damages, known and unknown, past and future, directly or indirectly resulting from or in any manner related to the Contract. It is Claimant's intention and Claimant understands that by this Agreement, Claimant reserves no claims against anyone, whether named or unnamed, arising out of the Contract. In consideration herein, Claimant agrees to make no further claim against any person or entity for any damages directly or indirectly sustained in relation to the Contract.

CLAIMANT HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD AND SAVE HARMLESS (AT CLAIMANT'S SOLE COST AND EXPENSE, INCLUDING ATTORNEY'S FEES) THE RELEASED PARTY AND ALL OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS AND LIENS WHICH MAY BE ASSERTED AGAINST THEM BASED UPON ANY LIEN OR SUBROGATION INTEREST.

CLAIMANT UNDERSTAND THAT CLAIMANT WILL NOT RECEIVE ANY MORE MONEY FROM RELEASED PARTY OR THE RELEASED PARTIES AS A RESULT OF CLAIMANT'S CLAIMS AND CONTENTION IN RELATION TO THE CONTRACT.

Only the consideration stated herein has been paid or agreed to be paid for in this Agreement, it being the understanding that the same is to constitute a **FULL** and **FINAL** settlement and release of any and all claims which Claimant may have relating to the Contract.

ADMISSIBILITY OF COMPROMISE IN FUTURE PROCEEDINGS:

The recitals mentioned herein are contractual and are not mere recitals. This Agreement 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 Agreement as a bar and discharge or to enforce the settlement. Nor shall this Agreement 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 matter.

CONFIDENTIALITY AGREEMENT:

Claimant further agree that the existence of this Agreement, its contents, and any

negotiations about this Agreement or the claims asserted in the above-referenced cause of action, are to be held by Claimant in absolute confidence and Claimant is not to disclose to any third party, except to Claimant's accountant, financial advisors, or as compelled by law, or that might be necessary to fulfill Claimant's obligations to pay any state or federal taxes arising from this Agreement. Claimant further agrees that it shall not publish the fact or terms of this Agreement in any press release, newspaper, publication, or any publicly available disseminated media publications. Claimant agrees that \$100.00 of the consideration for this Agreement is consideration for this confidentiality provision.

NON-DISPARAGEMENT:

Claimant agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of Released Party, and any and all of its employees, agents, officials, and any other representatives of Released Party. Claimant acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media and employees (past and present).

SPECIAL PROVISIONS

This Agreement is contingent on obtaining the Williamson County Commissioners Court's approval.

FUNDING OF SETTLEMENT

Released Party will fund the settlement set out herein within fourteen (14) business days of (1) the Parties' full and complete execution of the Agreement; and (2) receipt by the Williamson County Commissioners Court's Office of General Counsel of drafting instructions and any necessary tax reporting documentation.

CONTROLLING LAW:

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

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 Agreement may be used as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement to be effective as of the date of the last party's signature.

Stanard & Associates, Inc.

By: Steve Allscheid

Printed Name: Steven Allscheid

Title: President

Date: March 16, 2022

Williamson County, Texas

By: Bill Gravell Jr.

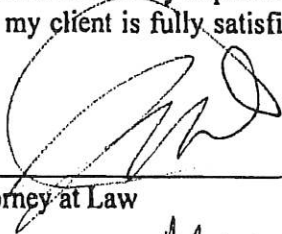
Printed Name: Bill Gravell Jr.

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: March 22, 2022

CLAIMANT'S ATTORNEY'S CERTIFICATE

I certify that I am the attorney for the Claimant, Stanard & Associates, Inc. I have read the foregoing Release and Indemnity Agreement to my client and have fully explained it to my client and the legal effect thereof, and after such explanation, my client is fully satisfied to release its claims against Released Party.


Attorney at Law

Printed Name: Mitch Little

Date: March 16, 2022