

## SEPARATION AGREEMENT

The parties to this Separation Agreement are as follows:

“CITY” - refers to and includes the CITY OF SANTA FE (“CITY”), a governmental entity organized and existing under the laws of the State of Texas; including its subsidiaries, successors, past, present and future, and officers, directors, stockholders, attorneys, agents, officials, employees, servants, representatives, affiliates, commissioners, partners, predecessors;

“ADAMS” - refers to GLEN ADAMS, as well as his spouse, heirs, assigns, devisees, administrators and executors and all persons or entities who may claim by, through or under him, either directly or indirectly, as a result of any of the claims which were asserted, or which could have been asserted against CITY in connection with the matters related to or arising out of the employment or other relationship of ADAMS with CITY;

ADAMS and CITY collectively shall be referred to as the “PARTIES.”

### RECITALS

WHEREAS, the PARTIES entered into that certain City of Santa Fe City Manager Employment Agreement that was executed on or about January 23, 2020 and an addendum executed January 28, 2021 (the “EMPLOYMENT AGREEMENT”); and

WHEREAS, the EMPLOYMENT AGREEMENT provides that “Employee agrees to remain in the exclusive employ of employer until January 31, 2024, or as extended or terminated in accordance with this employment agreement...”; and

WHEREAS, although the EMPLOYMENT AGREEMENT notes sixty (60) days’ notice in advance, the PARTIES agree that the separation is effective November 22, 2021 and mutually agree that ADAMS does not forfeit any payments under said agreement without the 60 days’ notice; and


WHEREAS, ADAMS agrees voluntarily resign from his employment with the CITY as of November 22, 2021 in exchange for the consideration set forth herein; and

WHEREAS, the PARTIES now enter into an agreement to settle and discharge all actual claims that could be raised or discovered against each other by reason of the separation of employment and all claims of any kind or character whatsoever arising out of or related to ADAMS’S employment with CITY; any other claim or potential claim, damages or cause of action arising out of any and all relationships between ADAMS and CITY from the beginning of the employment relationship between the PARTIES to the date of this Agreement; and the foregoing recitals.

NOW, THEREFORE, the PARTIES agree as follows:

#### **1.0 Mutual Release and Discharge**

A. In consideration of the payment set forth in Section 2.0 and ADAMS' agreement to voluntarily resign his employment with the CITY effective as of November 22, 2021, the PARTIES hereby completely release and forever discharge each other from any and all past, present or future claims, demands, obligations, actions, causes of action vested or contingent, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a state or federal statute, constitutional claim, tort, contract or other theory of recovery, which they now have against each other, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of their employment relationship. ADAMS specifically releases the CITY from claims under the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq. (as amended); the Equal Pay Act; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621 et seq.; the Older Worker Benefit Protection Act; the Civil Rights Act of 1991; the Employee Retirement Income Security Act of 1974; the Fair Labor Standards Act; any applicable overtime and compensatory time provisions under state law; 42 U.S.C. §§ 1981, 1983, 1985; the Texas Commission on Human Rights Act, Tex. Lab. Code §§ 21.001 et seq.; Texas Government Code Chapter 614 et. seq.; Texas Government Code Chapter 554 et seq.; Americans with Disabilities Act and its Amendments Act 42 U.S.C.A. §§ 12101 et seq., the United States Constitution and the Texas Constitution and Tex. Lab. Code §§ 451.001, et seq.. ADAMS specifically waives any procedural rights or due process claims he may have under the Santa Fe City Charter or his existing EMPLOYMENT AGREEMENT.

B. ADAMS understands that the Age Discrimination in Employment Act (ADEA) and the Older Worker Benefits Protection Act (OWBPA) provides a 21-day period for ADAMS to review this settlement agreement prior to execution of same. ADAMS has consulted with or had an opportunity to consult with an attorney prior to execution of this settlement agreement and, in consideration of payment and other consideration listed in paragraph 1.0(A) above, *elects to waive the 21-day period* of review. ADAMS has been provided and understands that he has a period of at least 21 days from November 29, 2021, when he receives this Agreement, to decide whether to accept it and that he may elect to accept this Agreement and execute it at any time during this period. ADAMS has been provided with a full opportunity to review and consider all terms, provisions, and aspects of the Agreement. ADAMS understands that if he fails to execute this Agreement within the time period provided, the Agreement will not be considered accepted, and he will not be entitled to the consideration described in Paragraph 2. (ADAMS hereby agrees to waive this provision. {Signed} )(c1)

i. Notwithstanding the foregoing, ADAMS understands he will have a period of seven (7) days following the execution of this Agreement to revoke this Agreement, and this Agreement shall not become effective or enforceable until the revocation period has expired. ADAMS will execute and deliver to CITY the Letter or confirmation email of Non-Revocation. ADAMS is not by this Agreement waiving rights or claims that may arise after the date this Agreement is executed.

C. ADAMS has had an opportunity to have an attorney review this Agreement.

D. ADAMS acknowledges and understands that the consideration described in Section 2.0 A is the total consideration to be granted in this Separation Agreement. The Parties agree that the consideration that ADAMS receives in this Separation Agreement is to cover all amounts and

claims, for damages including any otherwise accrued benefits, compensation or contract rights, benefits and entitlements whatever they may be including, without limitation, those existing under, through or by virtue of his employment with the CITY which commenced on February 3, 2020, in the role of City Manager.

E. This release and discharge shall also apply to CITY and its subsidiaries, past, present and future officers, directors, stockholders, attorneys, agents, officials, employees, servants, representatives, affiliates, councilmembers, partners, predecessors, including any predecessors and successors in interest.

F. This release on the part of ADAMS and on the part of the CITY shall be a fully binding and complete separation and settlement, including their heirs, assigns and/or successors.

G. The PARTIES acknowledge and agree that the release and discharge set forth above is a general release. The PARTIES expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the PARTIES did not now know or suspect to exist, for any reason whatsoever, and which, if known, would materially affect the PARTIES' decision to enter into this Agreement as it pertains to the scope of ADAMS' employment with the CITY.

H. ADAMS further agrees that he accepts payment of the sum and other consideration specified herein as a complete compromise of matters involving disputed issues of law, fact and damages. It is understood and agreed by the PARTIES that this agreement is a compromise of possible disputed claims, and the payment is not to be construed as an admission of liability on the part of the CITY by whom liability is expressly denied. Likewise, ADAMS' agreement to voluntarily resign from his employment with the CITY as of November 22, 2021 shall not be construed as an admission of liability or wrong-doing on the part of the ADAMS by whom liability or wrong-doing is expressly denied.

I. ADAMS WARRANTS, REPRESENTS AND PROMISES TO HOLD HARMLESS CITY AND ALL ITS SUBSIDIARIES, PAST, PRESENT AND FUTURE OFFICERS, DIRECTORS, STOCKHOLDERS, ATTORNEYS, AGENTS, OFFICIALS, EMPLOYEES, SERVANTS, REPRESENTATIVES, AFFILIATES, COUNCILMEMBERS, PARTNERS, PREDECESSORS, RISK POOL (INCLUDING ADAMS' PREDECESSORS AND SUCCESSORS IN INTEREST) FROM ANY AND ALL LIENS OR ENCUMBRANCES AGAINST THE CLAIMS ASSERTED HEREIN AND THE SETTLEMENT PROCEEDS PAID HEREIN, OR FOR ANY ACCOUNT OF MONEY PAYABLE FOR ANY AND ALL EXPENSES AND ATTORNEY'S FEES, INCLUDING BUT NOT LIMITED TO, ALLEGED DAMAGES AND/OR INJURIES TO ADAMS.

## **2.0 Payment and Other Consideration**

A. In consideration of the release set forth above, CITY agrees that within seven (7) days of

receipt of a finalized copy of this Agreement, non-revocation confirmation, and in exchange for the execution of and compliance with the terms of this agreement, ADAMS will be paid the total gross sum of EIGHTY THOUSAND NINE HUNDRED THIRTY SEVEN AND 01/100 (\$80,937.01), less all usual payroll deductions (including FICA, Medicare, taxes, TMRS), as full and final payment for all claims asserted or which could have been asserted by ADAMS for any and all other claims as described herein. The breakout is as follows:

- a) Salary (Six Months) - \$66,250.00
- b) Unused Vacation - \$11,684.49
- c) Unused Sick Leave - \$2,887.52
- d) Longevity - \$ 115.00[cr2]

The payments shall be paid by CITY to ADAMS in bimonthly payments with CITY'S regular payroll in 26 equal amounts. CITY agrees that ADAMS reserves the right, at his discretion, to receive the balance of the payment in lump sum.

The CITY and ADAMS agree to withhold, on a monthly basis for 6 months, \$128.28/month for a total of \$769.68 for dental & vision coverage for ADAMS and his dependent from the total gross sum of consideration in Section A noted above. These payments will cover the first six months of the eighteen months ADAMS is entitled to COBRA coverage for dental and vision insurance. Should ADAMS wish to continue coverage beyond the initial six months, then monthly payments of \$128.28 will be due to the city on the 1<sup>st</sup> day of each month beginning June 1, 2022, and continuing through May 2023, otherwise coverage will be cancelled and ADAMS will no longer be eligible for the city's group dental and vision coverage.

The net sum paid includes all usual payroll deductions (including FICA, Medicare, taxes, TMRS), as full and final payment for all claims asserted or which could have been asserted by ADAMS for any and all other claims as described herein.

The CITY will also provide a letter of reference for ADAMS. The CITY also agrees it will not contest unemployment benefits if ADAMS must apply for such benefits.

ADAMS shall provide the CITY with a resignation letter that shall be attached as Exhibit A to this Agreement.

B. Payment in the foregoing amounts and other consideration are intended to cover any and all claims for and any kinds of damages currently alleged by ADAMS, or which could have been alleged, as well as any and all claims for interest, attorney's fees and costs of court.

C. Notwithstanding any of the above paragraphs, it is specifically and expressly agreed and understood ADAMS specifically agrees to pay out of the consideration stated above any and all claims by the Government of the United States of America, any state, or any other political subdivision of either of them, any other individual or entity which has now or will in the future assert claims or liens for any and all property, tax, and all other expenses of any kind or nature whatsoever, incurred or to be incurred, by or on behalf of ADAMS, as a result of, or in any way resulting from, the subject matter made the basis of this agreement. It is also specifically and expressly understood that CITY shall owe no duty to ADAMS to counsel him regarding payment

responsibilities to any other party or entity, or the management or investment of any sum of money paid to him in accordance with this agreement. It is further specifically and expressly agreed and understood that ADAMS will pay out of the consideration stated above any and all attorney's fees, expenses, and costs incurred in this matter.

D. ADAMS acknowledges and agrees that upon receipt of the sum set out in Paragraph 2.0(A) that CITY does not owe to ADAMS any unpaid wages or additional compensation or payments of any nature whatsoever.

E. Notwithstanding any provision to the contrary herein, the Parties agree that ADAMS will terminate his employment with the CITY as of November 22, 2021. ADAMS agrees that he will not publicly disparage the CITY or other persons released in any manner and that he will instruct his representatives, agents, employees, servants, friends, and family to abide by this provision. CITY agrees that it will not publicly disparage ADAMS and will instruct its representatives, agents, employees, and servants to abide by this provision.

F. ADAMS agrees that if a claim that he has waived or discharged under this Agreement is prosecuted in his name or on his behalf before any court or administrative agency, he waives and agrees not to take any award of money or other damages from such suit. ADAMS also agrees that if a claim waived or discharged under this Agreement is prosecuted in his name, he will immediately request in writing that the claim on his behalf be withdrawn. ADAMS also agrees that he waives on behalf of himself and his attorneys all claims for attorneys' fees and expenses and court costs for any claims waived and discharged under this Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with ADAMS' right to participate or cooperate in a proceeding with any appropriate federal, state or local agency whose task it is to investigate employment discrimination.

G. ADAMS agrees that by no later than November 22, 2021 he will have recovered all his personal property in CITY'S possession and that he has returned to the CITY all documents, files, computer files, diskettes, thumb drives, records, notebooks, data, equipment, credit cards, keys, and all other property belonging to the CITY that ADAMS removed from the CITY'S premises or that is otherwise in ADAMS' possession or control. ADAMS represents and warrants that as of November 22, 2021 he will not keep any copies, electronic or otherwise of any of the CITY'S property

### **3.0 Acknowledgment of Settlement Terms & Conditions**

A. In entering into this Agreement, ADAMS represents that the terms of this Agreement are fully understood, and voluntarily accepted by him.

B. By entering into this Agreement, ADAMS further represents that he understands and agrees that he is also releasing the CITY in connection with the claims, counterclaims and causes of action contained, or which could have been contained for claims related to his employment with the CITY. **ADAMS HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY RELEASED HEREIN, INCLUDING PAST DEFENDANTS, FROM ANY AND ALL CLAIMS, DEMANDS, OR CAUSES OF ACTION, OF ANY AND**

**EVERY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO FIRMS OR CORPORATIONS IN CONNECTION WITH THE MATTERS MADE SUBJECT OF THIS RELEASE PROVIDED THAT THIS AGREEMENT FOR INDEMNIFICATION IS LIMITED TO THE AMOUNT OF CONSIDERATION DISCLOSED IN PARAGRAPH 2.0(A) OF THIS AGREEMENT.**

#### **4.0 Administrative Remedies and Lawsuits**

A. Upon execution of this Agreement, ADAMS shall not file any appeal or sue or file any action before any administrative or judicial forum for any of the claims which were asserted, or which could have been asserted against CITY and agrees not to file suit for and in connection with the matters related to or arising out of the employment or other relationship of ADAMS with CITY. This provision does not prohibit ADAMS from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement, or from enforcing rights that may arise subsequent to his signing this Agreement. This Agreement is not and shall not be interpreted as an admission of liability by the CITY that they acted improperly in any way with respect to ADAMS.

#### **5.0 Warranty of Capacity to Execute Agreement**

ADAMS represents, warrants and contracts that no other person, attorney, law firm or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Agreement, except as otherwise set forth herein or that if any such interest exists, it will be fully satisfied with these settlement proceeds; that ADAMS has the sole right and exclusive authority to execute this Agreement and receive the sums specified in it; and that ADAMS has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Agreement. It is ADAMS' specific intent that CITY shall not be subjected or exposed to any liability whatsoever, and is specifically indemnified by ADAMS against any claims for contribution, indemnity, liens, subrogation, negligence, sole negligence, concurrent negligence, gross negligence, malice, intentional tort, or otherwise, to any person, firm, corporation, or other legal or business entity for claims which ADAMS has or may have arising out of his employment relationship with the CITY. Likewise, the undersigned representative executing this Agreement on behalf of the CITY represents, warrants and contracts that he has authority to execute this Agreement.

#### **6.0 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas with venue in Galveston County, Texas.

#### **7.0 Additional Documents**

ADAMS agrees to cooperate fully and execute any and all supplementary documents and to take all additional action necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

## **8.0 Default and Breach**

A breach of the terms of this Agreement by ADAMS shall constitute Cause under the terms of the existing EMPLOYMENT AGREEMENT and Charter of the City of Santa Fe. A breach by either Party shall require written notice of the default and a five-day period to cure.

## **9.0 Effectiveness**

This Agreement shall become effective immediately following execution by ADAMS.

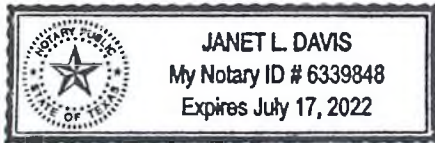
**APPROVED AS TO FORM AND CONTENT:**

  
GLEN ADAMS



STATE OF TEXAS           §  
COUNTY OF GALVESTON§

This Settlement and Release Agreement was acknowledged before me by GLEN ADAMS  
on the 3rd day of December, 2021.



(Affix Notary Seal Above)

Janet L. Davis  
NOTARY PUBLIC, STATE OF TEXAS

APPROVED AS TO FORM:

By:

Jason Tabor  
HONORABLE JASON TABOR  
MAYOR  
CITY OF SANTA FE, TEXAS



## EXHIBIT A

November 22, 2021

The City of Santa Fe, Texas  
Attn: Honorable Jason Tabor, Mayor  
12002 State Hwy 6  
Santa Fe, Texas, 77510

RE: Voluntary Resignation – effective as of November 22, 2021

Dear Mayor Tabor,

Further to the Separation Agreement entered into with the City, please accept this letter as my resignation of employment as the City Manager for the City of Santa Fe, Texas, effective as of 5:30 PM, November 22, 2021.

Thank you for the opportunity to serve the City of Santa Fe.

Sincerely,



Glen Adams