

SEPARATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims (“Agreement”) is made by and between the City of Johns Creek, Georgia (“City”) and Warren Hutmacher. (“Employee”).

WHEREAS Employee has been employed by the City as City Manager; and,

WHEREAS the City and Employee agree to resolve any and all matters regarding Employee’s employment and Employee’s separation from the City.

NOW THEREFORE, the City and Employee hereby agree as follows:

1. Resignation from Employment/Transition of Power

The City and Employee agree that Employee’s employment with the City will end on July 11, 2019 (“Separation Date”). As of the execution date of this Agreement, Employee shall no longer be required to be present at City properties or events regarding operation of the City. However, Employee shall make himself generally available for consultation as necessary regarding the operation of the City up and through the Separation Date. Employee shall act in good faith and take all reasonable steps to provide all reasonable assistance to ensure that the City continues to operate as effectively as possible and maintain an absolute minimum of disruption of services.

2. Separation Payment

In consideration for the Employee’s promises contained in this Agreement, the City agrees:

(a) to pay Employee his base compensation, insurance premiums, auto allowance and retirement contribution, less any withholdings and deductions as are, or may be required by law, payable for a period up and through July 11, 2019, according to the City’s regular payroll practices;

(b) to pay Employee One Hundred Ten Thousand Eight Hundred Nine and 16/100 Dollars (\$110,809.16), less any withholdings and deductions as are, or may be required by law, payable for a period of six (6) months from the date of separation according to the City's regular payroll practices;

(c) to continue to pay the share of the Employee's premiums for health, vision and dental insurance for the Employee and his dependents at the level in effect as of the date of execution of this Agreement for six (6) months from the date of separation so long as Employee elects to continue coverage, whichever is shorter; and,

(d) to pay for all accrued, but unused, vacation time to the extent allowed by, and in a manner in accordance with, the terms of the City's vacation policy in effect in the Personnel Manual at the time of separation.

Employee acknowledges and agrees that Employee is not entitled to any other sums or benefits from the City except as provided in this section. Employee acknowledges the receipt and sufficiency of the above-stated consideration.

3. Release, Discharge and Covenant Not to Sue

As consideration for the City's promises as contained in this Agreement, Employee agrees that Employee, on behalf of himself and all of his heirs, assigns, legal representatives, successors-in-interest, or any person claiming through him, releases, discharges and will not sue for any claim, charge, complaint, demand, dispute or liability of any kind that relates to or involves his employment by the City, and/or his separation from the City, except those claims that may arise from any breach of this Agreement, which he has had or now has against the City or against any current or former employee, officer, elected official, agent, attorney, accountant, insurer and/or affiliated person of the City, acting in their individual or official capacity as a

representative of the City, (collectively referred to hereinafter as "Other Persons"). The Employee's claims being released and discharged include, but are not limited to, any and all claims for pay, benefits, damages, fees and costs, or any other relief that may be or could have been asserted in any legal or administrative proceeding under any federal law, including but not limited to, the Employment Act of 1967, as amended, 29 U.S.C.A. §§ 621 et seq.; Title VII of the Civil Rights Act of 1964, as amended; 42 U.S.C.A. §§ 2000 et seq.; 42 U.S.C.A. § 1981; the Americans with Disabilities Act, as amended, 42 U.S.C.A. §§ 12101 et seq.; the Family and Medical Leave Act, 29 U.S.C.A. §§ 2611, et seq.; the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C.A. §§ 1.001 et seq.; 42 U.S.C.A. § 1983; any state or local statute, regulation, act or law similar to the above-described federal law; any claim for tortious conduct, including but not limited to, defamation or slander, infliction of emotional distress, negligence, interference with contract; breach of contract, including but not limited to any employment contract or amended employment contract; and equitable relief. In short, Employee knowingly and voluntarily releases, discharges and covenants not to sue for any and all claims he has had or may have against the City and Other Persons. Employee further agrees and acknowledges that this Agreement constitutes a full and final release not only of any and all presently known or anticipated claims, but also any and all claims that do exist, may exist or previously have existed against the City or Other Persons, regardless of whether such claims, or the facts underlying such claims, were known or unknown, anticipated or unanticipated by Employee. It is Employee's intention to fully, finally and forever settle and release all claims that do exist, may exist or previously have existed by Employee against the City or Other Persons. In furtherance of such intention, the release, discharge and covenant not to sue given herein shall be and remain in effect as a full and complete release and discharge of such matters

notwithstanding the discovery by Employee of the existence of any additional or different claims or of the facts relative to same.

4. Surrender of City Property

Prior to the City making the Separation Payment described in Section 2(b), Employee must surrender and return all materials and property of the City, including but not limited to all letters, papers, documents, instruments, records, books, products, keys, charge cards, identification cards, computers, computer equipment, computer hardware, computer software, computer passwords, telephone, cellular telephone, telephone passwords, and any other material or property owned by the City.

5. Confidentiality

The parties agree not to disclose any confidential materials or information learned or discovered during Employee's employment by the City to the extent allowed by law. The parties further agree to refrain from disparaging comments or holding the other up to ridicule. The parties further agree not to disclose or publicly comment upon the terms, provisions of or information regarding this Agreement and the events that led up to his separation to the extent allowed by law.

6. Disclaimer of Liability

Employee agrees and acknowledges that he accepts payment of the sums specified in this Agreement as full and complete compromise of matters involving disputed issues; that neither payment of said sums by City nor the negotiations for this Agreement (including all statements, admissions, or communications) by the City or Other Persons shall be considered admissions by the City or Other Persons; and that no past or present wrongdoing or liability on the part of the City or Other Persons shall be implied by such payment or negotiations, any such wrongdoing or

liability being expressly denied.

7. Entire Agreement

This Agreement contains the entire agreement between the City and Employee, and it shall be binding upon and inure to the benefit of their executors, administrators, personal representatives, heirs, insurers, successors and assigns of each.

8. Construction by Georgia Law

This Agreement is entered into in the State of Georgia and shall be construed and interpreted in accordance with its law.

9. Severability

Should any portion of this Agreement be found to be invalid for any reason whatsoever, excepting only the Release, Discharge and Covenant Not to Sue contained in Section 3, no other provision shall be affected, and this Agreement shall be read as if it did not contain that provision. The City and Employee intend for any invalid provision to be severable from the remainder.

10. Representations of Comprehension

Employee acknowledges that he is aware of and has had the opportunity to consult with an attorney. Employee further acknowledges that the terms of this Agreement have been completely read, and that those terms are fully understood and voluntarily accepted.

Executed this 17th day of June, 2019.

Signatures Next Page

EMPLOYEE:

W.A. H

WARREN HUTMACHER

Sworn to and subscribed before me
this 17th day of June, 2019.

Am Walsh
NOTARY PUBLIC



CITY OF JOHNS CREEK, GEORGIA:

M.E. Bodker

MICHAEL E. BODKER, MAYOR

ATTEST:

Joan C. Jones
JOAN C. JONES, CITY CLERK

Approved as to form by:

E. Ronald Bennett, Jr.
E. RONALD BENNETT, JR., CITY ATTORNEY

