

SEVERANCE AGREEMENT
RELEASE AND COVENANT NOT TO SUE

THIS SEVERANCE AGREEMENT RELEASE AND COVENANT NOT TO SUE (this "**Agreement**") is made and entered into as of the date of the last signature set forth below by **LESTER L. EDWARDS** also known as **BILLY EDWARDS** (hereinafter referred to as "**Mr. Edwards**") and **THE CITY OF HINESVILLE, GEORGIA** (hereinafter referred to as the "**City**") and its members, officers agents, representatives, employees, successors, and assigns, and each of them (said Persons, together with the City, being collectively referred to as the "**Released Parties**").

RECITALS

WHEREAS, on June 5, 2017, Mr. Edwards notified the City of his claims against the City;

WHEREAS, the City and Mr. Edwards, an employee with the City since approximately June 12, 1978, mutually agree it is in their best interests that Mr. Edwards voluntarily resign his position with the City; and

WHEREAS, the City and Mr. Edwards desire to settle fully and finally any and all differences or claims that might otherwise arise out of their employment relationship or Mr. Edwards' resignation;

WHEREAS, each of the Parties agree that the execution of this Agreement is not to be construed as an admission of liability on the part of any Party hereto, each of whom expressly denies any liability, responsibility or culpability to the other. Each Party acknowledges that all of the Parties to this Agreement have agreed to settle and compromise this dispute to avoid litigation expenses and risks, but without any admission or acknowledgement that any of the Parties are entitled to any relief whatsoever as a matter of law or equity; and

NOW, THEREFORE, incorporating the foregoing recitals, and for and in consideration of the sums to be paid by the City stipulated herein and the agreements and undertakings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Mr. Edwards and the City agree and covenant as follows:

1. **Resignation.** Upon execution of the Agreement, Mr. Edwards shall submit a resignation letter, effective September 12, 2017. The form of the letter is attached as Exhibit A. Mr. Edwards shall remain and be paid as an employee of Hinesville through September 12, 2017, but will not report to work. Mr. Edwards shall use whatever annual leave he has accrued between submission of his resignation letter and September 12, 2017. Notwithstanding any prior actions or communications characterizing Mr. Edwards' resignation from the City, it is acknowledged that Mr. Edwards' employment with the City was not terminated for cause, but that, effective as of September 12, 2017, Mr. Edwards voluntarily resigned from his position

with the City. His resignation from the City will be noted as a voluntary resignation in the personnel records of the City.

2. Return of City Property. To the extent within his custody or control, Mr. Edwards must return the following items to the City's Human Resources Department no later than September 12, 2017: any and all keys, including but not limited to the keys to City Hall and the keys to his City issue vehicle, City issued cell phone, City issued credit card, passwords (including any usernames and related security information), documents, materials, computer, computer files, records, supplies, and other items, information, and assets, in whatever form and however stored, in Mr. Edwards' possession and belonging to the City or which were otherwise created or provided in the performance of his duties with the City to also include all copies, reproductions, and other versions thereof. In this connection, Mr. Edwards will fully cooperate with the City and furnish from time to time upon demand any additional information known or available to him and necessary or desirable for the City to fully access any online accounts or services, applications, software, or other systems intended to provide access, information or services to the City.

3. Release and Covenant Not to Sue; Payment by City. The receipt and sufficiency of the following Payment is hereby expressly acknowledged, Mr. Edwards, on behalf of himself and his heirs, agents, executors, administrators, personal representatives, and assigns (said Persons, together with Mr. Edwards, being collectively referred to as the "RELEASING PARTIES"), does hereby fully, completely, and unconditionally release, remise and acquit, and forever and absolutely discharge, the City and its members, officers, agents, representatives, employees, and assigns, and each of them (said Persons, together with the City, being collectively referred to as the "RELEASED PARTIES") from any and all claims, claims for relief, actions, causes of actions (whether founded in contract or tort), suits, administrative charges, grievances, obligations, demands, losses, damages, judgments, penalties, costs and expenses (including litigation expenses and attorneys' fees), and other liabilities, of every kind or nature, whether known or unknown, discoverable or undiscoverable, joint or several, fixed or contingent, which any or all of the Releasing Parties may have had, may now have, may claim to have, or may hereafter have or claim to have against any or all of the Released Parties growing out of or arising from or pertaining to, directly or indirectly, Mr. Edwards' employment with (or resignation from) the City or any other transaction, dealing, employment relationship, conduct, act or omission, matter or thing of whatever kind occurring or existing at any time prior to the execution of this Agreement (collectively, the "Released Claims"); provided, however, that this Agreement shall not operate to release the City from its obligations to Mr. Edwards under this Agreement. Without in any way limiting the foregoing, the Released Claims shall include all claims and charges (a) involving any possible deprivation of rights based on the Age Discrimination in Employment Act (which prohibits discrimination based on age), the Americans with Disabilities Act, the Federal Rehabilitation Act of 1973, the Family and Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Fair Labor Standards Act, 42 U.S.C. § 1981, the United States Constitution, the Constitution of the State of Georgia, or any other federal, state, or local laws; and (b) for back pay, front pay, liquidated damages, compensatory damages, punitive damages, declaratory judgment, benefits, interest, or costs. Mr. Edwards, on behalf of himself and the other Releasing Parties, does hereby further covenant not to sue or otherwise institute, commence, or prosecute any lawsuit, counterclaim,

action (whether legal or equitable), charge, or other claim or administrative or civil proceeding (or join in any of the same initiated by any other Person) against the City or any of the other Released Parties with respect to any or all of the Released Claims. This Agreement may be pled as, and shall constitute, an absolute and final bar to any and all of the Released Claims which may be brought hereinafter by Mr. Edwards or any of the other Releasing Parties or anyone claiming by or through Mr. Edwards or any of the other Releasing Parties relating to said Released Claims.

- a. The City shall pay to Mr. Edwards the 10 days of his salary that was not paid during Edwards' 14-day, unpaid suspension in June 2017. The City shall make this payment upon execution of the Agreement. The payment required by Paragraph 3(a) is in addition to the payments set forth in Paragraphs 3(b) and 3(c).
- b. The City shall pay Mr. Edwards 12.5 days of unused sick leave in accordance with the City personnel policies. The City shall make this payment upon execution of the Agreement. The payment required by Paragraph 3(b) is in addition to the payments set forth in Paragraphs 3(a) and 3(c).
- c. The City shall pay to Mr. Edwards severance in an amount equal to the salary Mr. Edwards would have received over 9 months after September 12, 2017. The severance will be paid in two installments as follows: \$30,000 upon execution of the Agreement; and the balance of \$86,347.73 on January 2, 2018. The payments required by Paragraph 3(c) are in addition to the payments set forth in Paragraphs 3(a) and 3(b). Upon payment of each installment, said amount shall be included in Mr. Edwards' final average earnings under the City's Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("Retirement Plan") for the purpose of calculating his monthly retirement benefit and, if applicable, any survivor benefit under said Retirement Plan, i.e., the initial installment will be included in Mr. Edwards' monthly retirement benefit as soon as practicable, as determined by GMEBS, following its payment to Mr. Edwards, and the January 2, 2018 installment will be included in Mr. Edwards' monthly retirement benefit as soon as practicable following its payment to Mr. Edwards. In each case, Mr. Edwards' monthly retirement benefit will be adjusted to account for the additional earnings, retroactive to his effective retirement date. In the event Mr. Edwards dies after execution of this Agreement but before January 2, 2018, the balance of his severance payment will be paid in equal parts to his two daughters Candace Webb and Kallie Breningstall and shall be included in Mr. Edwards' final average earnings for the purposes of calculating Mr. Edwards' monthly retirement benefits and, if applicable, any survivor benefits under the Retirement Plan.
- d. The City shall amend its GMEBS Defined Benefit Retirement Plan by Ordinance on or before the September 7, 2017, City Council Meeting, to provide that the severance pay described in Paragraph 3(c) above shall be included as earnings under the Retirement Plan for the purpose of calculating Mr. Edwards' monthly retirement benefit payment and, if applicable, any survivor benefit payable under the Plan. The City warrants that the Ordinance amending the GMEBS Defined

Benefit Retirement Plan shall be advertised on or before Wednesday, August 23, 2017 in the Coastal Courier or as otherwise required by law.

4. Release by the City of Hinesville. As of the Effective Date of this Agreement, and excluding any claims for breach of this Agreement or other claims resulting therefrom, the City, for good and valuable consideration contained in this Agreement, the sufficiency of which is expressly acknowledged, on behalf of itself, and all of its elected officials, members, officers, agents, representatives, employees, and assigns, does hereby fully, completely, and unconditionally release, remise and acquit, and forever and absolutely discharge, Mr. Edwards, and his assigns, and each of them, from any and all claims, claims for relief, actions, causes of actions (whether founded in contract or tort), suits, administrative charges, grievances, obligations, demands, losses, damages, judgments, penalties, costs and expenses (including litigation expenses and attorneys' fees), and other liabilities, of every kind or nature, whether known or unknown, discoverable or undiscoverable, joint or several, fixed or contingent, which the City may have had, may now have, may claim to have, or may hereafter have or claim to have against Mr. Edwards growing out of or arising from or pertaining to, directly or indirectly, Mr. Edwards' employment with (or resignation from) the City or any other transaction, dealing, employment relationship, conduct, act or omission, matter or thing of whatever kind occurring or existing at any time prior to the execution hereof. The City, on behalf of itself and the other Releasing Parties, does hereby further covenant not to sue or otherwise institute, commence, or prosecute any lawsuit, counterclaim, action (whether legal or equitable), charge, or other claim or administrative or civil proceeding (or join in any of the same initiated by any other Person) against Mr. Edwards with respect to any or all of the claims release by this Section. This Agreement may be pled as, and shall constitute, an absolute and final bar to any and all of the claims released by this Section, which may be brought hereinafter by the City or anyone claiming by or through Mr. Edwards or any of the other Releasing Parties relating to said Released Claims.

5. Representations by Mr. Edwards. As an inducement to the City to pay the sums stipulated herein, Mr. Edwards hereby warrants and represents to (and covenants where indicated) the City as follows (each of which to be deemed independently material notwithstanding any prior knowledge or examination on the part of the City or any of the other Released Parties): (a) he has not executed any prior assignment or in any way transferred or conveyed all or any portion of his rights or interests with respect to the Released Claims; (b) this Agreement and the performance and observance of all of the provisions herein applicable to the Releasing Parties and/or the Released Claims (i) are within his power, legal right; (ii) have been duly executed and delivered by him; and (iii) are legal, valid and binding as to his and the other Releasing Parties; (c) he is currently free from any temporary or permanent disability or duress and is otherwise competent to enter into and perform the provisions of this Agreement, and does so voluntarily without coercion or undue influence of any kind; (d) his legal name is correctly set forth in this Agreement; (e) he has been afforded a reasonable opportunity to be represented by counsel of his choice (and at his expense) in connection with the negotiation and execution of this Agreement, and has had ample opportunity to read, review, and understand the provisions of the same; (f) he has independently made all decisions pertaining to the evaluation, negotiation, execution, and performance of this Agreement, without reliance upon any oral or written representation, warranty, advice or analysis of any kind whatsoever from any of the Released

Parties or legal counsel for the City; (g) he has not initiated any charge, claim, or other administrative, legal, or equitable proceeding involving or arising out of, in any way, his employment with or resignation from the City or any of the Released Claims other than those set forth in the letters sent by his counsel, all issues surrounding which are resolved by this Agreement; (h) he has not received any medical services or treatment of any kind (or any Medicare benefits for such medical services or treatment) related to, arising from, or in connection with his employment with or resignation from the City; (i) the sums paid by the City hereunder are accepted by him in full accord and satisfaction of all Released Claims and that, but for his execution, delivery, and performance of this Agreement, Mr. Edwards would not otherwise be entitled to receive such sums; (j) Mr. Edwards has not initiated any bankruptcy proceedings which remain pending as of the date hereof and is not otherwise the subject of any current involuntary proceedings in bankruptcy court; and (k) the terms of this Agreement and the settlement represented hereby are fair and reasonable in all respects.

6. **Taxes; No Benefits.** No Party hereto makes any representation as to the tax consequences of the payments made pursuant to this Agreement. Payees under this Agreement shall be fully responsible for the payment of taxes due, if any, as a result of their receipt of a Payment pursuant to this Agreement. Mr. Edwards additionally acknowledges that, other than the payments stipulated herein, his Retirement Plan, and COBRA benefits paid for by Mr. Edwards, he will have no right to continue or otherwise receive credit or compensation for any benefits he was formerly entitled to in connection with his employment with the City (e.g. health insurance, life insurance, sick leave, vacation), after September 12, 2017, and all rights to the same is hereby forever and unconditionally waived.

7. **Entire Agreement.** This Agreement contains the entire understanding and agreement of Mr. Edwards and the other Released Parties with respect to the subject matter hereof, including their attorneys, and no representations, inducements, promises or agreements, oral or otherwise, between Mr. Edwards and any of the Released Parties not embodied herein shall be of any force or effect. The Parties hereto represent and warrant that they have not relied upon any, and there are no, written or oral statements, promises, representations, conditions, inducements or agreements other than those expressed in this Agreement. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, legal representatives, successors, and assigns.

8. **No Admission.** Mr. Edwards acknowledges that the payment to him stipulated herein is made solely to avoid the expense of any potential litigation and in compromise of any related claims, and such payment shall not be construed to be (and is not in fact) an admission, acceptance or acknowledgment whatsoever on the part of any of the Released Parties of any wrongdoing of any kind.

9. **Modification.** Any modification, amendment or other change to this Agreement, or additional obligation assumed by either party in connection therewith, shall be binding only if evidenced in writing signed by an authorized representative of the City and Mr. Edwards.

10. **Governing Law; Venue.** This Agreement and all rights and obligations of the Parties hereunder shall be construed under and according to the laws of the State of Georgia, and

Mr. Edwards agrees that any action relating to, or arising out of, this Agreement or his employment with (or resignation from) the City, or any of the released claims, shall be instituted and prosecuted in the Courts of the County of Liberty, State of Georgia, or the U.S. District Court sitting in the Southern District of Georgia, and Mr. Edwards agrees to submit, and does hereby submit, to the personal jurisdiction and venue of the said Courts of the County of Liberty, State of Georgia, or the U.S. District Court sitting in the Southern District of Georgia, and does furthermore expressly and specifically waive any right he may have to transfer or change the venue of any such litigation.

11. Survival. The obligations and agreements of Mr. Edwards and the other Releasing Parties set forth herein shall indefinitely survive the consummation of the transactions contemplated by this agreement and shall not be deemed merged or extinguished by the payment of settlement funds referenced above or any instrument or document delivered in connection therewith.

12. Waiver. Neither the waiver by either of the Parties of a breach or a default of any of the provisions of this Agreement, nor the failure of either of the Parties, on one or more occasions, to enforce any of the provision of this Agreement, shall thereafter be construed as a waiver of any subsequent breach or default of any of the provisions of this Agreement.

13. Execution and Delivery. Each of the Parties agree to do all such things, take all such actions, and to make, execute, and deliver such other documents and instruments as shall be reasonably requested by any other Party to carry out the provisions, intent, and purposes of this Agreement.

14. Text Format. Mr. Edwards acknowledges that all provisions appearing in this Agreement for the protection and benefit of the Released Parties are plainly and conspicuously stated and shall be binding upon Mr. Edwards and the other Released Parties regardless of the size, location, spacing, or other differentiation of the text constituting the same.

15. Successors Bound. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the Parties and their respective successors, heirs, and assigns; provided that Mr. Edwards shall not assign this Agreement or his rights and obligations hereunder without the express, prior written consent of the City (which consent may be withheld, conditioned, or delayed for any or no reason by the City in its sole and absolute discretion). Without limiting the foregoing, the Parties further specifically agree that this Agreement shall be binding upon them even if one or more of the Parties shall file for bankruptcy or otherwise be made the subject of bankruptcy proceedings. In this regard, and to the fullest extent permitted by applicable law, the Parties agree that this Agreement shall bind any trustee or representative appointed in connection with such bankruptcy.

16. Interpretation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning. Should any provision of this Agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and said illegal or invalid part, term, or provision shall be deemed not a part of this Agreement. Unless otherwise specified, the words

"hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and "include" or "including" shall mean including without limitation. Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. "Person" means an individual, partnership, corporation, trust, unincorporated association, limited liability company, joint venture or other entity of whatever nature or description.

17. **Construction.** The Parties agree that none of them shall be considered the author of this Agreement for the purposes of construction.

18. **Attorneys' Fees and Costs.** Payment of Mr. Edwards' attorneys' fees shall be paid by GIRMA in accordance with what GIRMA has already separately agreed to pay.

19. **Notice of Representation.** Mr. Edwards specifically acknowledges he has consulted with and retained Hugh McNatt and Josh R. Archer, of the Balch & Bingham firm, as counsel. Mr. Edwards acknowledges that Linnie L. Darden, III represents the City in connection with this Agreement and the matters implicated hereby, and does not represent Mr. Edwards.

20. **Severance Generally.** It is not the City's practice to provide severance to employees who resign or otherwise leave their positions with the City, and this Agreement and the payments made hereunder shall in no way constitute or be deemed to constitute a modification of or departure from such practice or otherwise obligate the City to provide severance to any present or future employee. In no event shall any employment contracts, employee handbooks, or other personnel materials published or provided by the City be deemed modified or supplemented as a result of this Agreement. However, nothing in this Section affects the City's ability or willingness to comply with all provisions of this Agreement. The City represents and warrants, as to Mr. Edwards only, the City has full authority to provide severance to Mr. Edwards as set forth in this Agreement.

21. **Counterparts; Signatures.** This Agreement may be executed in counterparts which, taken together, shall constitute one and the same instrument. Fax signatures and PDF files of original signatures shall be deemed as effective as original signatures for all purposes.

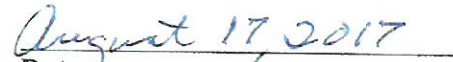
NOTICE: PLEASE REVIEW THIS AGREEMENT CAREFULLY BEFORE SIGNING. AMONG OTHER PROVISIONS, IT RELEASES ALL CLAIMS YOU MAY HAVE AGAINST THE CITY AND OTHER RELEASED PARTIES. INDEPENDENT LEGAL REPRESENTATION IS ADVISED.

IN WITNESS WHEREOF, the undersigned have signed and executed this Agreement on the dates set forth below as an expression of their intent to be bound by the foregoing terms of this Agreement.

MR. EDWARDS:



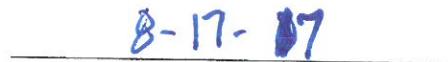
LESTER L. EDWARDS


Date

CITY OF HINESVILLE, GEORGIA:



MAYOR ALLEN BROWN


Date