

Separation Agreement
City of Amarillo and City Manager Jared Miller

This Separation Agreement ("Agreement") is entered into between the City of Amarillo ("City"), acting by and through its City Council, and Jared Miller ("Manager"), collectively referred to as the "Parties."

1. **Separation.** The employment relationship between the City and the City Manager will terminate on August 23, 2023 ("Date of Separation").
2. **Severance Payment.** In consideration of the Manager's service to the City, the termination of the Manager's employment without cause, and as a part of this Agreement, the City agrees to provide the Manager with a lump sum severance payment of \$633,726.16 (the "Severance Payment"). This payment will be subject to applicable tax withholdings and will be paid by the City to the Manager in one lump sum on January 4, 2024.
3. **Other Separation Terms.** In lieu of the 90-day notice period, the City will pay the Manager a lump sum of \$97,134.59. This payment will be subject to applicable tax withholdings and will be paid by the City to the Manager on or before September 12, 2023. Within 6 days after the Date of Separation, Manager shall additionally receive a lump sum payment for all unpaid salary, benefits and reimbursements earned through the Date of Separation, including but not limited to vacation and sick leave hours at the rate of \$150.53 per hour accrued and unused up to the Date of Separation. On the Date of Separation, vacation and sick leave accruals shall cease, as will reimbursement for automobile allowance and communication stipend.
4. **Reimbursement for COBRA Premiums and Life Insurance.** The City agrees to reimburse the Manager for all medical and dental premiums paid by the Manager associated with continuation coverage for Manager and his dependents under the Consolidated Omnibus Budget Reconciliation Act (COBRA) for 18 months of COBRA coverage after the Date of Separation. In addition, the City will reimburse the Manager for the annual life insurance premium for his \$3 million 20-year guaranteed level term life policy in 2023 and 2024. Each reimbursement will be made by the City to the Manager by the 5th business day after the Manager provides proof of premium payment. The Manager will be responsible for promptly notifying the City's HR department of any changes in COBRA eligibility or coverage.
5. **Release of Claims and Non-disparagement.** Upon receipt of payment in full of the Severance Payment and all payments referenced herein, a Mutual Release of Claims and Nondisparagement Agreement, attached hereto as Exhibit A, will be executed by the Manager and delivered to the City, which will return a fully executed copy to the Manager within 3 business days.
6. **Governing Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Any disputes arising from this Agreement


JM



will be subject to the exclusive jurisdiction of the courts located within Potter County, State of Texas.

7. **Entire Agreement.** This Agreement, along with the Mutual General Release and Nondisparagement Agreement (attached and to be executed later), constitutes the entire understanding between the Parties and supersedes any prior or contemporaneous agreements, representations, or understandings, whether oral or written.

City of Amarillo:



Cole Stanley, Mayor

8-23-2023
August 23, 2023

Attest:



Stephanie Coggins, City Secretary

Approved as to form:



William M. McKamie, Special Counsel

City Manager:



Jared Miller

August 23, 2023

Approved as to form:



Vicki Wilmarth, Attorney for Jared Miller

Exhibit A

MUTUAL GENERAL RELEASE AND NONDISPARAGEMENT AGREEMENT
(To be executed upon receipt of full Severance Payment)

This Mutual General Release and Nondisparagement Agreement ("Agreement") is made by and between Jared Miller ("Manager"), and the City of Amarillo, Texas ("City"), acting by and through its City Council ("City Council") to resolve issues arising out of or in connection with Employee's employment with City Council and the termination without cause of that employment.

Manager and City Council signed a written Separation Agreement on August ____ 2023. That contract contains enforceable severance provisions. As consideration for City Council's payment of all severance due under that contract and the Employee's release of all other claims up to the date of execution of this Mutual Release related to Employee's employment and the termination of such employment, Manager and City Council agree as follows:

1. *Release of City Council.* Manager hereby, for Employee, Employee's heirs, executors, assigns and administrators, releases and forever discharges City Council and all of its present, former and future city council members, managers, employees, agents, affiliates, successors and assigns from any and all claims, grievances, other demands and/or causes of action whatsoever, which Manager ever had, now has, or which Manager hereafter can, shall or may have against City Council up to the date of the execution of this Mutual General Release, including, but not limited to, any claim that City Council in any way discriminated against Manager on account of Employee's race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity, marital status, veteran status, or age, including claims arising under the Age Discrimination in Employment Act, physical or mental disorders or disability and any claim based on breach of contract, constitutional law, statutory law, or common law, including but not limited to claims based on negligence (whether simple, gross, sole or concurrent), libel, slander, interference with contractual relations, negligent infliction of emotional distress, and intentional infliction of emotional distress, invasion of privacy, assault and battery, intentional or negligent infliction of emotional distress, negligence, gross negligence, estoppel, misrepresentation, breaches of express or implied duties of good faith and fair dealing, and/or tort, for any and all alleged acts, omissions, or events through the Effective Date of this Agreement. By this release, Manager specifically does not intend to release and shall not be deemed to have waived any claims arising out of any future breach by the City Council of the nondisparagement provisions or any other term of the Separation Agreement. In addition, the Manager does not intend to release the City from its indemnity obligations and/or COBRA premium payment obligations set forth in the Separation Agreement. By this release, Manager does not intend to release and shall not be deemed to have released any claims that Manager has or may have related to any employee benefit plans (as defined in ERISA) and/or his dependents have or may have to continuation of group health plan coverage under COBRA. The Parties acknowledge and agree that, notwithstanding the provisions of this section, nothing in this Agreement shall be construed to prevent the filing of any claim for unemployment compensation or a claim for workers' compensation (although any claim asserted pursuant to Tex. Labor Code §451 or any successor provision shall be subject to this release), if applicable. In addition, nothing in this Agreement is intended or shall be construed to prevent the filing of any charge against the City Council or

third parties with any governmental agency, such as the Equal Employment Opportunity Commission, the Texas Workforce Commission or any local governmental civil rights agency or participation in any charge pending with any governmental agency, such as the Equal Employment Opportunity Commission, the Texas Workforce Commission, the National Labor Relations Board, the Department of Labor or any governmental civil rights agency. Notwithstanding the foregoing, the Manager agrees to waive his right to recover monetary damages from any cause of action released herein from the City Council in any charge, complaint or lawsuit arising out of his employment with the City Council, specifically excepting any claim relating to the Separation Agreement or this Release and Nondisparagement Agreement.

2. *Release of Manager.* The City hereby, for the City, the City Council members, employees, agents, affiliates, successors and assigns, releases and forever discharges Manager and all of his present, former and future heirs, representatives, successors and assigns from any and all claims, grievances, other demands and/or causes of action whatsoever, which City Council ever had, now has, or which City Council hereafter can, shall or may have against Manager up to the date of the execution of this Mutual General Release, including, but not limited to, any claim arising out of or in connection with Manager's employment with the City Council, breach of contract, constitutional law, statutory law, or common law, including but not limited to claims based on negligence (whether simple, gross, sole or concurrent), libel, slander, interference with contractual relations, negligent infliction of emotional distress, and intentional infliction of emotional distress, claims for defamation, invasion of privacy, assault and battery, intentional or negligent infliction of emotional distress, negligence, gross negligence, estoppel, misrepresentation, breaches of express or implied duties of good faith and fair dealing, and/or torts for any and all alleged acts, omissions, or events through the Effective Date of this Agreement. City Council specifically does not intend to release and shall not be deemed to have waived any claims arising out of any future breach by the Manager of the nondisparagement provisions of this Agreement or any term of the Separation Agreement.

3. *Voluntary and Knowing Mutual General Release.* Manager hereby acknowledges that:

- a. Manager has been given at least 21 days to consider this Mutual General Release before signing it;
- b. Manager has been advised by City Council to consult with an attorney of Manager's choice before signing it;
- c. Manager has been advised by City Council that Manager may revoke this Mutual General Release within seven days after signing it; and
- d. The Mutual General Release will be enforceable immediately without further action by either party upon expiration of the revocation period.

4. *Nondisparagement.* The City agrees that its management-level employees and City Council members will not make any false, derogatory or disparaging remarks, statements, or publications, either oral or written, regarding Manager or his character, management, or job performance to any of the City's employees, the public, or any other person or entity (other than legal counsel or immediate family members) or to the media or otherwise publish any statements, written or oral, including on the Internet, on social media, to local government associations, or on other public forums about the employment of the Manager with the City, the

Manager's termination or the Manager's leadership, job performance, ethics, or other acts or omissions. The Manager agrees that he will not make any false, derogatory or disparaging remarks, statements, or publications, either oral or written, regarding the City Council or its actions, management, or job performance to any of the City's employees, the public, or any other person or entity (other than legal counsel or immediate family members) or to the media or otherwise publish any statements, written or oral, including on the Internet, on social media, to local government associations, or other on public forums about the employment of the Manager with the City, the Manager's termination or the City Council's leadership, employment practices, ethics, or other acts or omissions. In the event of any breach of this provision, the other party shall be entitled to recover its reasonable expenses, including attorneys' fees, incurred in the enforcement of this provision, in addition to any other legal or equitable relief available under applicable law.

5. *Governing Law; Amendment; Binding Effect.* This Mutual General Release and Nondisparagement Agreement shall be construed in accordance with, and governed by, the laws of the State of Texas without regard to principles of conflict of laws. It may not be modified or amended, or any term or provision waived or discharged except in writing, signed by the party against whom such amendment, modification, waiver or discharge is sought to be enforced. This Mutual General Release supersedes any and all prior or contemporaneous oral or written agreements other than the Separation Agreement dated August __, 2023, and understandings regarding the subject matter hereof. All the terms of this Mutual General Release and Nondisparagement Agreement, whether so expressed or not, shall be binding upon the respective heirs, successors and assigns of the parties hereto and shall inure to the benefit of and shall be enforceable by the parties hereto and their respective heirs, successors and assigns. This Mutual General Release and Nondisparagement Agreement may be signed in separate counterparts, each of which shall constitute an original but all of which together shall constitute one and the same instrument.

CITY OF AMARILLO

CITY MANAGER

By: Cole Stanley, Mayor

Jared Miller

Date Signed: _____

Date Signed: _____

ATTEST:

APPROVED AS TO FORM:

Stephanie Coggins, City Secretary

Vicki Wilmarth, Attorney for Jared Miller

APPROVED AS TO FORM:

Mick McKamie, Special Counsel for the City