

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is entered into by and between the City of Austin and all of its officials, officers, agents and employees (hereinafter referred to collectively and individually as the "City"), and Juan J. Adame (hereinafter referred to as "Adame"). The parties understand the relevant facts to be as follows:

1. Adame is employed by the City of Austin as Fire Chief of the Austin Fire Department and is an at-will employee. Adame desires to end his employment with the City of Austin and, and agrees to assist the City in facilitating a transition of management of the Austin Fire Department. In consideration of the sum of money recited below, as well as the mutual promises and agreements made herein, both parties agree as follows:

2. Adame agrees that he will submit a written resignation of his employment to the City Manager, to become effective on May 7, 2008.

3. The City agrees to pay Adame a lump sum amount of Forty-five Thousand Four Hundred Seventy-three and no/100 Dollars (\$45,473.00). This amount will become payable on the effective date of Adame's resignation, with delivery of the check to occur as soon as practicable thereafter. This lump sum payment does not constitute wages and Adame assumes full responsibility for any tax consequences resulting from this payment.

4. Adame agrees not to make further statements, either publicly or to other employees of the City of Austin, regarding the circumstances of his resignation, the existence of this Agreement, or the terms of this Agreement. The City agrees that this Agreement will remain confidential, to the extent permitted by law. Adame agrees not to make derogatory public statements regarding the City or the circumstances related to this Agreement.

5. Nothing contained in this agreement shall be construed as an admission of liability or wrongdoing by either party. Adame and the City each RELEASE AND FULLY DISCHARGE the other from all claims, demands, causes of action, claims for relief, obligations, damages, rights, and all liability for legal and equitable relief of any kind or nature whatsoever, arising or occurring at any time on or prior to the date Adame executes this Agreement, including any claims arising out of or relating to his employment, compensation, and benefits with the City and/or the termination thereof, which includes any and all contract claims, tort claims, employment claims, whistleblower claims, fraud claims, claims for additional compensation of any kind, defamation, disparagement, or other personal injury claims, severance claims, discrimination, retaliation, or fair employment practices law and claims for costs, expenses and attorneys' fees with respect thereto, except that the City's obligations under this Agreement shall continue in full force and effect in accordance with their terms. This release and waiver includes, without limitation, any and all rights and claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Civil Rights Act of 1866 (42 U.S.C. 1981), as amended, the Equal Pay Act, the Administrative Procedures Act, the Employee

Retirement and Income Security Act, as amended, the Age Discrimination in Employment Act, as amended (including the Older Workers Benefit Protection Act), the Americans with Disabilities Act, as amended, the Fair Labor Standards Act, as amended, the National Labor Relations Act, as amended, Worker Adjustment and Retraining Notification Act, as amended, the Family and Medical Leave Act, as amended, the Texas Labor Code, the Texas Local Government Code, the Texas Government Code, Code of the City of Austin, as amended, or any other federal, state or local statute, ordinance, regulation, law, common law, or constitutional provision. Each party covenants not to sue the other or otherwise attempt to recover with respect to any such liability.

6. It is the express intention of the parties that the consideration stated herein fully and completely compensates and satisfies the parties for all disputed injuries, damages, attorney's fees, costs, expenses and all other claims released hereby. Adame expressly warrants that no claim, cause of action, right of action, or any other right of any kind whatsoever, settled or released pursuant to this Agreement has been assigned or will be hereafter assigned to any other person or entity. If any other claims exist, whether released herein or not, whether foreseeable or unforeseeable, Adame hereby assigns those claims in full to the City for the consideration herein expressed. Adame and the City each guarantee that there is no outstanding claim or lien of any character in any way arising out of Adame's employment with the City other than the claims now being released and hereafter barred.

7. Adame and the City intend this release to be as broad and comprehensive as possible, so that neither shall ever be liable, directly or indirectly, to the other party or to the other party's beneficiaries, heirs, successors, or assigns for any claims, demands, actions, or causes of action of whatsoever nature or character, whether known or unknown, arising out of or in connection with any claims arising from Adame's employment with the City.

8. It is further understood and agreed that this Agreement is entered into as a compromise in order to avoid expending time and money in litigation. This Agreement and Release shall not in any way be introduced into evidence in any forum or proceeding whatsoever as any evidence of any admission of any type by the persons released herein, or any of them. Rather, each party understands and agrees that the execution of this Agreement and Release represents a full resolution and satisfaction of a disputed claim and in no way constitutes an admission of liability by either.

9. If any action is commenced by any party to this Agreement to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award, in addition to any other claims or damages, of its costs and expenses including attorneys' fees in connection with such action.

10. Each of the parties agrees that this Agreement shall be interpreted, construed, and enforced under the laws of the State of Texas and is to be performed entirely within the State of Texas in Travis County. Venue for any future action arising out of this Agreement shall be in Travis County, Texas.

11. The failure of any party to this Agreement to enforce any of its terms, provisions, or covenants shall not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by any party hereto of any breach or default by another party of any term of provision of this Agreement shall not operate as a waiver of any other breach or default.

12. All notices and communications hereunder shall be in writing and shall be deemed served, given, and received on the date of service if served personally upon the party to whom notice is to be given. Any notice or communication sent by other means is deemed served only when actually received by the person to whom notice is to be given.

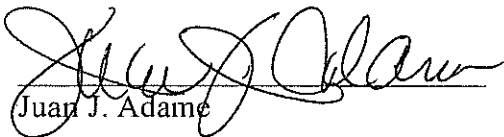
13. In the event that any of the provisions, portions, or application of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions or applications hereof shall not be affected.

14. This Agreement contains the entire Agreement between the parties and may not be amended, altered, modified, or otherwise changed except in a writing which expressly states that it is an amendment to this Agreement, and which is executed by all parties hereto. All prior oral and written agreements, if any, are expressly superseded and of no further force or effect.

15. The City and Adame expressly agree that the existence, terms, and details of this Agreement and Release are to be kept strictly confidential and not disclosed unless, and to the extent, required by law.

This Agreement shall become effective on May 7, 2008.

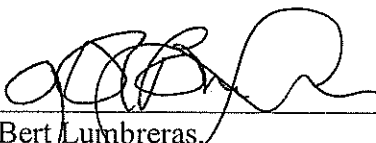
IN WITNESS WHEREOF, the City and Adame have executed this Agreement as of the dates set forth below, respectively.



Juan J. Adame

Date: 5/7/08

CITY OF AUSTIN

By: 

Bert Lumberras,
Assistant City Manager

Date: 5/7/08