

SEVERANCE BENEFITS AGREEMENT, WAIVER, AND MUTUAL RELEASE

This Severance Benefits Agreement, Waiver and Mutual Release (“**AGREEMENT**”) is entered into by and between **Joseph Raymond Suarez** (“**EMPLOYEE**”) and the **Denton County Transportation Authority** (“**DCTA**”), (each a “Party” and collectively the “Parties”).

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Resignation. **EMPLOYEE** has tendered his resignation from his position as CEO and **EMPLOYEE’S** last date of employment with **DCTA** being March 31, 2022 (“Last Date of Employment”). The Parties agree to waive notices as required under the current employment agreement.

2. Current Salary and Benefits. **EMPLOYEE** will be paid for his regular wages through March 31, 2022, net of applicable income tax and other applicable withholding. **EMPLOYEE** will be paid all vacation and sick leave accrued through March 31, 2022, per **DCTA** policy. **EMPLOYEE** acknowledges and agrees that **DCTA** does not owe him any additional wages or compensation, leave, benefits, or payments of any nature whatsoever except as agreed to by the Parties and set out in Section 2 and Section 3 of this **AGREEMENT**. All other benefits will terminate on his Last Date of Employment.

3. Severance Benefits. **DCTA** shall (i) provide **EMPLOYEE** severance pay equivalent to nine (9) months of **EMPLOYEE’S** regular wages, less any applicable State and Federal withholdings (“the Severance Payment”). Such Severance pay shall be paid out as follows: (1) a lump sum payment equal to eight (8) months of **EMPLOYEE’S** base salary to be paid on April 1, 2022 and (2) and an additional lump sum payment equal to one (1) month of **EMPLOYEE’S** base salary to be paid out on September 30, 2022. **EMPLOYEE** acknowledges and agrees that by signing this **AGREEMENT** and accepting **DCTA’S** promise of these Severance Benefits, he is receiving benefits to which he would not otherwise be entitled. All other benefits will terminate on his Last Date of Employment.

4. COBRA. **DCTA** shall reimburse **EMPLOYEE’S** COBRA payments on a monthly basis for a period of nine (9) months beginning April 1, 2022, and with the last reimbursement being made December 1, 2022. Should **EMPLOYEE** gain medical coverage from a subsequent employer during this nine (9) month period, **DCTA** shall no longer be required to reimburse **EMPLOYEE’S** COBRA payments on a monthly basis.

5. Release and Waiver and Covenant Not to Sue. By signing this **AGREEMENT**, the parties agree to the following:

a. Both Parties do hereby release, acquit and discharge the other from and against any and all demands, claims, losses, litigation and causes of action which either party may now or hereafter assert against the other party as such may relate to Employee’s employment with **DCTA**.

b. **EMPLOYEE** agrees that the claims waived and discharged include, but are not limited to those arising under the following:

- Title VII of the Civil Rights Act of 1964;
- Americans with Disabilities Act;
- Family and Medical Leave Act;
- Whistleblower claims;
- All laws, including the common laws, of the State of Texas regarding employment-related claims;
- Age Discrimination in Employment Act;
- Executive Order 11246
- Civil Rights Act of 1991
- 42 U.S.C. §1981 (the 1866 Civil Rights Act as Amended)
- Employee Retirement Income Security Act
- Health Insurance Portability and Accountability Act of 1996
- Disputed wages, including claims for back wages;
- Wrongful discharge and/or breach of contract claims;
- Claims under the U. S. and Texas Constitutions; and
- Tort claims, including invasion of privacy, defamation, fraud, and infliction of emotional distress.

c. **EMPLOYEE** promises that as of the date he signs this **AGREEMENT**, he has not filed a complaint, charge, claim or lawsuit against **DCTA** or any of the other Releasees with any governmental agency or any court.

6. **Tax Consequences.** **EMPLOYEE** understands that by receiving the monies set forth in this Agreement, he has not relied upon any representations, expressed or implied, made by **DCTA** as to the possible tax consequences of this Agreement and that **EMPLOYEE** releases **DCTA** from any and all liability in connection with any such tax consequences and acknowledge that **EMPLOYEE** is responsible for payment of any taxes or fees of any nature determined to be due and owing to any government or agency, department, or division thereof as a result of the receipt of monies under this Severance Benefits Agreement, Waiver and Release.

7. **No Disparagement.** In consideration of the promises made by **DCTA** and **EMPLOYEE** in this **AGREEMENT**, the Parties hereto agree not to, directly or indirectly, or in any individual or representative capacity whatsoever, make any statement, oral or written, or perform any act or omission that is or could be detrimental in any respect to the goodwill of **DCTA** or **EMPLOYEE** for a period of two (2) years.

8. **Press Release.** The Parties mutually agree to draft a press release relating to **EMPLOYEE'S** resignation.

9. **Consultation with Attorney.** **EMPLOYEE** is advised to consult an attorney and acknowledges that he has had the opportunity, regardless whether he has actually done so, to discuss this **AGREEMENT** with an attorney of his choice. **EMPLOYEE** further acknowledges that by signing this **AGREEMENT**, he has read and understands this **AGREEMENT** and that he has signed it of his own free will and not under duress or coercion.

10. **ADEA Right to Review.** EMPLOYEE further understands that in waiving his rights under the ADEA, he has up to twenty-one (21) days to consider the terms of this AGREEMENT after receiving it. EMPLOYEE understands that he may sign the AGREEMENT any time within that twenty-one (21) day period, and if it is not signed and returned on or before the twenty-first (21st) day after receiving a copy of this AGREEMENT, EMPLOYEE understands that he will not receive any Severance Benefits as provided in Section 3 of this AGREEMENT. EMPLOYEE understands that he may revoke this AGREEMENT at any time during the seven (7) days following the date EMPLOYEE signs this AGREEMENT, and this AGREEMENT cannot become effective or enforceable until after the revocation period expires, and EMPLOYEE cannot receive settlement pay if he revokes within the seven (7) day period after signing this AGREEMENT. If this AGREEMENT is not revoked by EMPLOYEE within said seven (7) day period, EMPLOYEE must sign and return to DCTA the Acknowledgment attached as the last page of this AGREEMENT before DCTA is obligated pay the Severance Benefits.

11. **Authorized to Execute.** DCTA and EMPLOYEE represent that each Party is authorized in all respects to execute this AGREEMENT.

12. **Third-Party Benefits.** Nothing contained herein shall be construed or interpreted to prevent or prohibit EMPLOYEE from obtaining any benefits by a government entity to which he may be entitled due to his termination of employment by DCTA.

13. **Governing Law; Venue.** This AGREEMENT shall be construed and enforced according to the laws of the State of Texas. Venue for any action shall be in Denton County, Texas.

14. **Severability.** If any provision of this AGREEMENT is or may be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless survive and continue in full force and effect without being impaired or invalidated in any way.

15. **No Assignment.** Neither this AGREEMENT nor any obligations under it shall be assignable without the prior written consent of DCTA.

16. **Binding on Successors.** This AGREEMENT shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, legal representatives, successors and assigns.

17. **Post-Effective Date Claims.** By execution of this AGREEMENT by EMPLOYEE, EMPLOYEE does not waive any rights or claims that may arise after the date this AGREEMENT is executed.

18. **Effective Date.** This AGREEMENT shall become effective on the date this AGREEMENT bears the signatures of EMPLOYEE and an authorized officer of DCTA, but in

no case shall this **AGREEMENT** be effective earlier than the eighth (8th) day following the date that **EMPLOYEE** signs this **AGREEMENT**.

(signature page to follow)

EXECUTED this 7th day of March, 2022.

EMPLOYEE

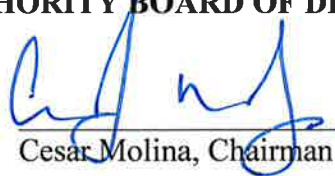
By:


Joseph Raymond Suarez

EXECUTED this 8th day of March, 2022.

**DENTON COUNTY TRANSPORTATION
AUTHORITY BOARD OF DIRECTORS**

By:


Cesar Molina, Chairman