

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND) AGREEMENT AND RELEASE

Whereas, the contract by and between Charles P. Austin, Sr. and the City of Columbia expires June 30, 2010; and,

Whereas, Charles P. Austin, Sr. has announced his retirement as City Manager from the City of Columbia;

NOW, THEREFORE, in recognition of the aforesaid contract; for and in consideration of the mutual promises and agreements, contained herein; and, for other and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Charles P. Austin, Sr. ("Mr. Austin") and the City of Columbia ("City") hereby agree as follows:

1. (a) Mr. Austin hereby voluntarily retires as City Manager of the City of Columbia effective March 31, 2009.

(b) Mr. Austin will be employed as a consultant to the Interim City Manager or new City Manager from April 1, 2009 through June 30, 2009. During this period, Mr. Austin will be under the direct supervision of the Interim City Manager or new City Manager and will be on call and available for consultation.

2. Mr. Austin will receive his regular bi-weekly pay from April 1, 2009 through June 30, 2009. Mr. Austin's sick leave and annual leave, health and dental insurance benefits will remain the same with City paying the employer's portion and Mr. Austin paying his current deductions from his bi-weekly pay from April 1, 2009 through June 30, 2009. Mr. Austin's other benefits, including but not limited to long term disability, short-term disability, disability insurance premiums and 401(k) contributions paid by the City shall cease as of March 31, 2009. Mr. Austin will be entitled to payment for any unused annual leave or sick leave following June 30, 2009 in keeping with City policy.

3. If it is found that a specific provision in the Agreement and Release is illegal/impermissible under applicable law or regulation, the remainder of the Agreement and Release not effected shall remain in force.

4. In consideration of the promises and covenants herein, Mr. Austin, for himself, his heirs, personal representatives, and assigns, hereby releases and discharges forever the City and each of its employees and City Council members, their heirs, personal representatives, successors and assigns, or any of them, from any and all claims, demands, actions and causes of action whatsoever, known or unknown, suspected or unsuspected under any state or federal law, statute, common law or public policy, which he has had, now has, or hereafter may have, arising from or relating in any way to his employment with the City, including, but not limited to, any claims arising under Title VII of the Civil Rights Act of 1964.

5. The covenants and promises contained herein are made in consideration of Mr. Austin's existing contract and any potential legal claims. Nothing in this Agreement and Release may be construed as an admission of wrongdoing or liability by either party.

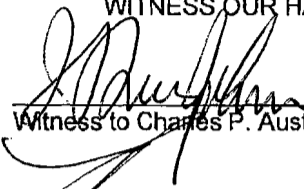
6. This Agreement and Release contains the entire agreement between the parties, and any modifications of its terms shall be by formal written document and executed in the same manners as this Agreement and Release.

7. Mr. Austin acknowledges that he is and has been afforded twenty-one (21) days to review this Agreement and Release before affixing his signature hereto, but that he may accept this Agreement and Release prior to the expiration of twenty-one (21) days.

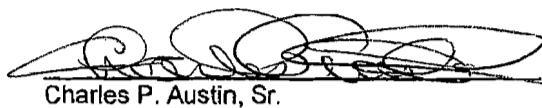
8. After signing this Agreement and Release, Mr. Austin shall have the right to revoke so long as such revocation is in writing and received by the City Attorney no later than the close of business on the seventh (7th) day after the date of execution stated below. Any revocation by Mr. Austin will relieve the City of any and all obligations under this Agreement and must be accompanied by return of any and all consideration received by Mr. Austin.

Mr. Austin acknowledges that the execution of this Agreement and Release is his voluntary act and done with full understanding of the terms contained herein and after an opportunity to consult an attorney.

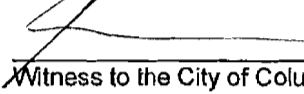
WITNESS OUR HANDS AND SEALS this 1st day of April, 2009.




Witness to Charles P. Austin, Sr.



Charles P. Austin, Sr.



Witness to the City of Columbia

City of Columbia
BY: 
Name: Steven A. Gantt
Its: Interim City Manager