

SEPARATION, RELEASE AND TEMPORARY EMPLOYMENT AGREEMENT

This Separation, Release and Temporary Employment Agreement (this “Agreement”) is entered August 26, 2019 (the “Effective Date”), between Barbara Goodrich (“Goodrich”) and the City of Flagstaff, an Arizona municipal corporation (the “City”).

RECITALS:

A. The City currently employs Goodrich as the City Manager, pursuant to the terms of an Agreement for Services dated October 13, 2018 (the “Employment Contract”).

B. Goodrich desires to retire from her Employment and has tendered her voluntary, irrevocable resignation effective August 26, 2019.

C. The City desires to have Goodrich continue as a contract temporary employee of the City following her retirement to assist with the transition for the new City Manager.

D. The City and Goodrich desire to amicably and forever conclude any and all issues pertaining to the Goodrich’s employment with the City, without any claims or admission of liability, and without setting any precedent binding on the City or Goodrich in any other situation.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Goodrich hereby agree as follows:

1. Separation Date. This Agreement will become effective on the Effective Date, which date shall be deemed the date Goodrich tendered her voluntary, irrevocable resignation, which resignation shall be effective August 26, 2019 (the “Separation Date”).

2. Terms of Employment.

2.1 Until Separation Date. From the Effective Date through August 26, 2019, Goodrich will continue to be employed by the City according to the terms of the Employment Contract.

2.2 During Temporary Employment Period. From the Separation Date through September 13, 2019, Goodrich shall be employed by the City as a contract temporary employee in the role of City Management Advisor, not to exceed 20 hours per week. Goodrich’s duties during this time period shall include any actions reasonably necessary to support the new City Manager to ensure a smooth transition, including, but not limited to providing information on current projects and operations, sharing meeting dates, times, invitees and details regarding purpose, and providing essential background information to the new City Manager.

2.3 Other Employment. Goodrich may enter into a separate employment agreement with another employer prior to the Separation Date; provided, however, Goodrich shall not begin employment under any such agreement until after September 13, 2019.

3. Consideration.

3.1. Until Separation Date. From the Effective Date through August 26, 2019, Goodrich will continue to be compensated by the City according to the terms of the Employment Contract. Following the Separation Date, Goodrich shall receive a payout for unused leave (Sick Leave accrual of 539.45 hours (1,078.90 hours at payout of 50%); and Vacation Leave accrual of 424.86 hours;) in accordance with Sections 1-50-020 and 1-50-029 of the City's Employee Handbook of Regulations (the "Handbook") which shall be paid within 30 days of the Separation Date.

3.2 During Temporary Employment Period. From the Separation Date through September 13, 2019, Goodrich shall be paid \$98.0769/hour for each hour worked, up to 20 hours per week. Goodrich shall be provided with employee benefits according to the Handbook for a 20-hour Benefits Eligible Employee from the Separation Date through September 30, 2019. In addition to the hourly pay, Goodrich shall receive, as part of her September 13, 2019, paycheck a one-time payment of \$350.00 as an automobile allowance.

3.3 No Warranty. The City makes no representation or warranty to Goodrich regarding the tax treatment or consequences of any payments made under this Agreement. Goodrich will be solely responsible for the payment of all taxes of whatever kind that may be due or payable in connection with any sums paid under this Agreement, and will indemnify and hold the City harmless from all liens, actions, or claims on the part of the Internal Revenue Service or any other tax authority in connection with this Agreement.

4. Consultation with Legal Counsel. The parties to this Agreement have had an opportunity to consult with counsel of their choosing, and to have their rights and obligations under this Agreement, including, but not limited to, the release language in this Agreement, explained to them and respectively acknowledge an understanding of the content of this Agreement.

5. Mutual Release of Claims. No claims have been asserted by Goodrich or the City at the time of this Agreement. However, the parties agree it is in their mutual best interests to provide a release of claims.

5.1 Release by Goodrich. Goodrich hereby releases and discharges all of her existing rights to any relief of any kind known at the time of the Separation Date against the City, its affiliated entities, predecessors, successors, assigns, its agents, directors, officers and representatives (hereinafter the "City Released Parties") for, from and against any and all losses, liabilities, claims, expenses, demands, and causes of action, of every kind and nature whatsoever in law or in equity, contract or tort, known at the time of the Separation Date, including by way of illustration, but not of exclusion, all claims for wages, compensation, benefits, damages, disbursements or any other claim arising from or relating to Goodrich's employment with the City and all claims for personal injury or any other claim on any basis or theory whatsoever through

the Separation Date. Goodrich is not hereby waiving or releasing any rights she may have to her vested accrued employee benefits under the City's health, retirement or other applicable benefit plans as of the Separation Date.

5.2 Acknowledgement of Rights. Goodrich is aware of her rights under the Older Workers Benefit Protection Act, 29 U.S.C. 621 *et seq.*, and understands and agrees that she is waiving any and all rights or claims she may have under the Age Discrimination in Employment Act of 1967 ("ADEA") as amended. Goodrich further expressly acknowledges and agrees that she:

A. Has been offered a period of at least 21 days within which to consider this Agreement before executing it, and with advice of her counsel has waived that opportunity after having what she hereby expressly acknowledges and agrees was an adequate and fair period of time within which to review and consider this Agreement.

B. Has carefully read and fully understands all of the provisions of this Agreement and has agreed to accept all of the terms contained therein without any pressure or coercion by the City.

C. By this Agreement, understands she is releasing the City Released Parties as defined in this Agreement from any and all claims she may have against them or any of them accruing through the Separation Date.

D. Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

E. Knowingly and voluntarily intends to be legally bound by this Agreement.

F. Had an opportunity to consult with an attorney of her choice prior to executing this Agreement.

G. Has a full seven days following the Effective Date to revoke this Agreement and has been and hereby is advised in writing that this Agreement shall not become effective or enforceable until the revocation period has expired.

5.3 Release by City. The City hereby releases and discharges all of its existing rights to any relief of any kind known at the time of the Separation Date of this Agreement against Goodrich, her predecessors, successors, assigns, her agents, marital communities and representatives (hereinafter "Goodrich Released Parties") for and from any and all losses, liabilities, claims, expenses, demands, and causes of action, of every kind and nature whatsoever in law or in equity, contract or tort, known at the time of the Separation Date, for actions taken in the course and scope of her employment, including, by way of illustration, but not of exclusion, all claims for compensation, damages, disbursements or any other claim arising from or relating to Goodrich's employment with the City and all claims for personal injury or any other claim on any basis or theory whatsoever through the Separation Date for her actions taken in the course and

scope of her employment with the City. This release does not release Goodrich from any claim against Goodrich by another governmental agency for acts Goodrich committed outside the course and scope of her duties as a City employee.

6. Indemnification for Acts in the Course and Scope of Employment. Notwithstanding anything herein to the contrary, to the maximum extent provided by law, the City shall defend, hold, harmless, and indemnify Goodrich from any and all demands, claims, suits, actions, and legal proceedings brought against Goodrich in her official capacity as an agent and employee of the City, or in her individual capacity, provided that the claim arose while Goodrich was acting within the scope of her employment. In no event shall the City's obligation hereunder exceed the authority conferred upon the City by state law.

7. Authority; No Assignment. Goodrich represents and warrants that she has the authority to enter into this Agreement, and that she has not assigned any claims to any person or entity.

8. Complete Agreement. No promise, inducement or agreement not herein expressed has been made or entered into between the parties hereto. This Agreement constitutes and embodies the full and complete understanding and agreement of the parties hereto with respect to the matters addressed herein and supersedes all prior understandings and agreements. The parties may not change, modify or rescind this Agreement except in writing, signed by both parties.

9. Headings. The heading to each paragraph contained herein is for the convenience of the parties and has no independent legal significance.

10. Governing Law. This Agreement shall be construed and enforced under the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Coconino County, Arizona.

11. Drafting. The provisions of this Agreement shall be deemed prepared or drafted by any one party or its attorneys and shall not be construed more strongly against either party.

12. Counterparts. This Agreement may be executed in counterparts.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City has duly executed this Agreement by its authorized representatives and the Employee has hereunto set his hand, in each case effective as of the date first above written.

BARBARA GOODRICH

CITY OF FLAGSTAFF

By: _____
Coral Evans, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____
Stacy Saltzburg, City Clerk

By: _____
Andrew J. McGuire, Outside Counsel