

AGREEMENT

This Agreement is made and entered into this 6 day of October, 2023, by and between Corrin Spiegel (hereinafter "Spiegel"), and the City of Davenport (hereinafter "City").

Recitals

WHEREAS, Spiegel for personal reasons wishes to pursue opportunities outside of City of Davenport employment; and

WHEREAS, Spiegel and the City are interested in ending Spiegel's employment with the City in a mutually agreeable timeframe and manner for transition purposes.

Agreement

NOW THEREFORE, in consideration of mutual promises contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. The following terms are defined as:
 - a. Official Separation Date: The date upon which Spiegel's employment with the City will end. That date is January 2, 2024.
 - b. Last Work Day: The date which will be Spiegel's final date of holding office hours. That date is November 17, 2023.
2. Resignation. Spiegel hereby irrevocably resigns her employment with the City effective January 2, 2024, and the resignation is hereby accepted by the City.
3. Office Hours and Departmental Operations. Spiegel will be on the status of administrative leave with pay from her Last Work Day through her Official Separation Date. Between the Employee's Last Work Day and her Official Separation Date, Spiegel will not post, speak or otherwise communicate or act on behalf of the City without the approval of the Corporation Counsel.
4. Retiree Status. Spiegel is hereby granted Retiree status pursuant to this separation agreement in accordance with the eligibility and enrollment section of the summary plan description for the City of Davenport healthcare plans.
5. Vacation of Office Space. The parties agree that Spiegel will coordinate with the Corporation Counsel and Human Resources Director to clear out her office, locker (if any) and personal belongings; and to return City property that may be in her possession by her Official Separation Date if Spiegel has not done so already.
6. Wages, Lump Sum Payment and Vacation and Holiday Balances. Spiegel will continue to receive her regular payroll check less customary payroll deductions based upon a 40-hour work week through her Official Separation Date. Additionally, Spiegel will receive the following lump-sum payments:

- A) A lump sum payment of \$600,000 for lost wages subject to customary payroll deductions to be paid along with Spiegel's final payroll check; and
- B) A lump sum payment of \$1,000,000 for emotional pain and suffering on January 2, 2024 (not subject to employment taxes);

Payment A will be made through the regular payroll payment process at the time of separation on the final regular paycheck, less customary payroll deductions, or within the payroll period following the final regular paycheck if the City has not done so already. The Payment B will be made by wire transfer. Additionally, the City shall pay all remaining balances of vacation and holiday time accrued at the time of separation on the final regular paycheck, less customary payroll deductions, or within the payroll period following the final regular paycheck if the City has not done so already.

7. Healthcare. The City shall continue to pay its usual contributions toward premiums for Spiegel's current prescription, dental, vision and medical insurance, if any, through the Official Separation Date. The City agrees to compensate Spiegel through the continuation and extension of the employee's health insurance benefit by providing coverage for the general Retiree plan for which she is eligible under this agreement (Employee plus one). The City will be responsible for the employee's Retiree premium (Employee plus one) for the employee's prescription, dental, vision, and medical insurance, if any, at the time of separation for the months of February 2024 through and including December 2024. Thereafter, Spiegel may continue to participate in the City's insurance plan (Employee plus one) per her Retiree eligibility, if any, but at her expense.
8. Future Right to Discipline. Spiegel remains an employee between the date of execution and the Official Separation Date, as such, nothing prevents the City from taking disciplinary action, up to and including termination for Spiegel's behavior between the execution of this Agreement and the Official Separation Date. Termination can only occur if Spiegel has intentionally committed a crime of a depraved and vile nature that is morally reprehensible. In the case of termination, only paragraphs 9 and 10 of this Agreement will survive.
9. Release. Spiegel hereby releases and forever discharges the City and its officers, employees, and agents, in their official capacities, of and from any and all past or present claims, demands, obligations, actions and causes of action of any name or nature, accrued or hereafter to accrue, and whether based on tort, contract, or other theory of recovery arising out of or in connection with her employment with the City, including, but not limited to, any claims of retaliation or discrimination prohibited by the Iowa Civil Rights Act, Title VII of the 1964 Civil Rights Act or the Davenport Ordinance on Human Rights. The parties further agree not to sue or otherwise institute any legal proceeding of any nature against the other party, with the exception of litigation by either party to enforce the terms of this Agreement. The parties agree to cooperate and participate pursuant to Iowa Code Section 670.8, in any actions brought by a third party against them as co-defendants. The parties agree that this Agreement is not an admission by the City or any other person of any acts that might be considered a violation of federal, state, or local law and that this Agreement should not be interpreted as such. The parties further agree that this Agreement is not an admission by the City that the Employee's separation from employment was unjustified, unwarranted, discriminatory, or otherwise unlawful, and that this Agreement shall not be interpreted as such. Regardless of anything above, Spiegel

reserves the right to sue any elected official or appointed officer, and not the City, who disparages her.

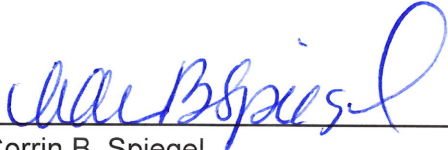
10. Notice of Rights of Rescission Under the ADEA. Spiegel hereby acknowledges that she has consulted with an attorney, or has voluntarily chosen not to consult an attorney, concerning this Agreement, and specifically any rights or claims she believes she may have under the federal Age Discrimination in Employment Act (ADEA). Further, Spiegel acknowledges that she has taken more than twenty-one (21) days to consider the terms of this Agreement. If Spiegel signs this Agreement, she may revoke it within seven (7) days. This Agreement will not become effective or enforceable until this seven (7) day period has expired.
11. Employee Interview restrictions and Issued Statements. Spiegel agrees not to interview with local market news media outlets about her allegations of misconduct for a period of 10 years. A press release mutually agreed to by Spiegel and Tom Warner will be issued. The Council may release its own statement as well after Spiegel has agreed to its content.
12. Invalidity. In case any one or more of the provisions of this Agreement should be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.
13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Iowa.
14. Voluntary Agreement. Each of the undersigned parties acknowledges and represents that it has been represented or been given the opportunity to be represented by counsel of its choice in connection to the execution of this Agreement. The parties further represent and declare that in executing these documents they have relied solely upon their own judgment, belief and knowledge, and advice and recommendation of their own independently selected counsel (if any), concerning the nature, extent and duration of its rights and claims, and that they has not been influenced to any extent whatsoever in executing this document, by representations or statements except those expressly contained or referred to herein. Each party executes this Agreement voluntarily and of its own free will, without coercion or duress to do so.
15. Full Agreement. It is the intention of the parties that the terms of this Agreement shall be effective as a full and final accord and satisfaction.
16. No Oral Modification. This Agreement may not be changed orally. This document contains the entire agreement between the parties and may not be enlarged, modified, or altered except if it is in writing and signed and endorsed by both parties.

17. Execution. This Agreement may be executed in counterparts, each of which shall be deemed and original and shall be deemed duly executed upon the signing and notarization of the counterparts by the parties.

Dated at Davenport, Iowa on the 6 day of October, 2023.

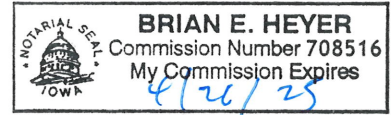
CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING

EMPLOYEE



Corrin B. Spiegel

Subscribed and sworn to before me on the 6th day of October, 2023



Notary Public



CITY


Thomas D. Warner, City Attorney

Subscribed and sworn to before me on the 6th day of October, 2023 by Thomas D. Warner, Corporation Counsel, who duly states he has received unanimous Council consent to execute the same.


Notary Public

