

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between **John Godwin** ("Godwin") and the **City of Paris** ("City"). Godwin and City agree as follows:

1. **Resignation.** Godwin is resigning as City Manager effective August 19, 2019. Godwin agrees to provide City with a letter of resignation in a form identical to that attached hereto as Exhibit A.

2. **Current Salary and Benefits.** Godwin will be paid his regular wages through his date of resignation, net of applicable income tax withholding, Godwin's TMRS contributions, and Godwin's voluntary deductions. Godwin acknowledges and agrees that upon his receipt of payment for wages and other compensation as set out in this paragraph, City does not owe him any unpaid wages or additional compensation or payments of any nature whatsoever except as agreed to by the parties and set out in paragraphs 3 and 4 of this Agreement.

3. **Separation Benefits.** Upon Godwin's resignation and execution of this Agreement Godwin will also be paid "Separation Benefits." "Separation Benefits" will consist of:

- A. A lump sum cash payment of all accrued and unused vacation leave, which will be in the amount of Twenty Six Thousand, Three Hundred and Seven Dollars and 83 Cents (\$26,307.83, reduced by applicable income tax withholding, Godwin's TMRS contributions, and all other legally required payroll deductions.
- B. For a period of six months, beginning on the effective date set forth in paragraph 22 herein below, the City will pay Godwin a monthly cash payment in the amount Six Hundred Seventeen Dollars and Fifty-Three Cents (\$617.53) representing the cost of continuing health insurance coverage under COBRA.

In addition Godwin acknowledges and agrees that by signing this Agreement and accepting these Separation Benefits, he is receiving benefits to which he would not otherwise be entitled.

4. **Consulting Agreement for Provision of Technical Assistance.** The Parties agree that effective August 19, 2019, Godwin will be employed by the City as a consultant through February 19, 2020. Godwin will be expected to work out of his home or such other places as he may choose, but only at the written request of the Mayor or Acting or Interim City Manager, at duties commensurate with his experience. The Parties agree that he will not be working from any location provided by the City of Paris unless agreed upon between them. Mr. Godwin will promptly respond to written requests (which may include emails to the address listed herein below and text messages at the phone number set forth herein below) for assistance. After such written requests have been made, Mr. Godwin will be available by phone and will promptly return phone calls as necessary to conclude the matter for which assistance has been requested.

Such consulting services will include providing technical assistance on topics including but not be limited to the following:

- Budgetary issues
- Community development issues including but not limited to assistance in creating a TIRZ to fund downtown development; the downtown improvement plan; planning and zoning issues
- Economic development issues
- Public works issues including but not limited to current water and sewer and street bond improvement programs
- Other issues for which his thirty years of experience in local government would prove helpful to the City

During this term, Godwin will receive the same salary, TMRS contribution, Medicare and OASDI contributions as he did while he was City Manager. This pay will be reduced by applicable income tax withholding, Godwin's TMRS contributions, and all other legally required payroll deductions. Godwin will receive direct payments relating to continuing health insurance coverage under COBRA as set forth in paragraph 3 hereinabove.

5. Release and Waiver and Covenant Not to Sue. By signing this Agreement, Godwin agrees to the following:

a. Release and Waiver of Rights. Godwin irrevocably and unconditionally releases City and its directors, officers, elected officials, agents, employees and representatives, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, including but not limited to any claim relating to Godwin's employment with City or to his resignation from City employment, which Godwin now has, or which he had at any time prior to the execution of this Agreement, against each, all, or any of the Releasees. 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
- Executive Order 11246
- Equal Pay Act
- Vietnam Era Veteran Readjustment Assistance Act
- Civil Rights Act of 1991
- 42 U.S.C. § 1981 (the 1866 Civil Rights Act)
- Americans with Disabilities Act
- Employee Retirement Income Security Act
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Family and Medical Leave Act
- Fair Labor Standards Act

- Whistleblower claims
- Worker's Compensation Claims
- All laws, including the common laws, of the State of Texas regarding employment-related claims
- Disputed wages, including claims for any back wages or overtime
- 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.

Godwin does not waive rights or claims that arise after the date he signs this Agreement or any rights or claims that may not be legally waived.

b. Covenant Not to Sue. Godwin agrees that he will not bring any legal action against the Releasees for any claim that occurred prior to his signing this Agreement; however, this provision does not prohibit Godwin from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement, or from enforcing rights that may arise subsequent to his signing this Agreement.

c. Waived and Discharged Claims. Godwin agrees that if a claim that he has waived or discharged under this section 4 of the Agreement is prosecuted in his name or on his behalf before any court or administrative agency, he waives and agrees not to take any award of money or other damages from such suit. Godwin also agrees that if a claim waived or discharged under this section 5 of the Agreement is prosecuted in his name, he will immediately request in writing that the claim on his behalf be withdrawn. Godwin also agrees that he waives on behalf of himself and his attorneys all claims for attorneys' fees and expenses and court costs for any claims waived and discharged under this section 5 of the Agreement.

d. ADEA Claims. The claims waived and discharged and the covenant not to sue in this section 5 of the Agreement do not include claims under the Age Discrimination in Employment Act (ADEA); such claims are covered in section 6 below.

e. FMLA Claims. Godwin acknowledges that he has been afforded all rights due to him, if any, under the Family and Medical Leave Act.

6. Release and Waiver and Covenant Not to Sue Under the ADEA. By signing this Agreement, Godwin agrees to the following:

a. Release and Waiver of Rights. Godwin irrevocably and unconditionally releases City and the other Releasees, or any of them, from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) from any and all age discrimination, harassment and/or retaliation claims under the ADEA.

b. **Covenant Not to Sue.** Godwin agrees that he will not bring any legal action against the Releasees for any claim under the ADEA that existed prior to the time he signed this Agreement; however, this provision does not prohibit Godwin from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement, from enforcing or securing any rights that may arise subsequent to his signing this Agreement, or from enforcing or securing any rights provided Godwin under the ADEA that may not be legally waived.

7. **No Existing Complaints or Lawsuits.** Godwin promises that he has not filed a complaint, charge, claim or lawsuit against City or any of the other Releasees with any governmental agency or any court. This Agreement is not and shall not be interpreted as an admission by City or any of the other Releasees that it or they acted improperly in any way with respect to Godwin.

8. **Confidentiality/Nondisparagement.** Godwin promises to keep this Agreement confidential and promises not to disclose its existence or terms in any form or fashion without the prior written consent of the Mayor, unless disclosure is legally required under the Texas Public Information Act or otherwise. City agrees, however, that Godwin may inform his immediate family and also his attorney, accountant and CPA of the existence and terms of this Agreement as required for legal and/or financial planning or advice. Godwin also agrees that he will not publicly disparage the City or other Releasees in any manner until at least December 2020. Godwin also agrees that he will instruct his representatives, agents, employees, servants, friends, and family to abide by the provisions of this paragraph.

9. **Return of City Property.** Godwin agrees that he has returned to City all documents, files, computers, computer files, diskettes, records, notebooks, data, equipment, credit cards, keys, and all other property belonging to City or any of the other Releasees as well as any copies thereof, that Godwin removed from City premises or that is otherwise in Godwin's possession or control. Godwin represents and warrants that he has not kept any copies, electronic or otherwise, of any of City's property. All such property must be returned to City on or before August 19, 2019.

10. **Consultation With Attorney.** Godwin acknowledges that City advises him to consult with an attorney for advice regarding the effect of this Agreement prior to signing it. Godwin agrees that he fully understands his right to discuss this Agreement with an attorney of his choice (at his expense) and that he has had adequate opportunity to do so.

11. **Assistance in Litigation.** Godwin further agrees to cooperate with the City in the defense of any lawsuits brought against the City where Godwin is a party or potential witness. Godwin agrees that he will not voluntarily provide assistance to any party adverse to the City in any lawsuit or administrative proceeding involving any matters which occurred on or before the Resignation Date or with which Godwin was involved, while an employee of the City, except to the extent required to do so by subpoena or other court order. If Godwin is subpoenaed to testify in any lawsuit or administrative proceeding in which the City is a party, Godwin agrees to immediately provide written notice to the city attorney for the City. Godwin further agrees that

if he is needed as a witness by the City, he will make himself available to the City's lawyers before he testifies.

12. **Godwin's Understanding of Agreement.** Godwin promises that he has carefully read and fully understands all the provisions of this Agreement, and that he is signing it voluntarily because he wants to take advantage of City's offer as contained in this Agreement.

13. **Severability.** The provisions of this Agreement are severable, that is, they may be considered separately. If any paragraph is found by a court to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

14. **Choice of Law.** This Agreement and the rights and obligations hereunder will be governed by, and construed and interpreted in all respects in accordance with, the laws of the State of Texas. Venue will be in Lamar County.

15. **Waiver of Breach.** The waiver by City of a breach of any provision of this Agreement by Godwin will not operate or be construed as a waiver of any subsequent breach by Godwin.

16. **Breach.** Godwin agrees that the provisions contained in this Agreement are fair and reasonable. Godwin acknowledges that irreparable injury will result to City in the event of Godwin's breach of any of the provisions herein. Consequently, in addition to any other rights or remedies available to City for breach of this Agreement by Godwin, City will be entitled to enforcement by preliminary restraining order and injunction. If an action at law or in equity by City is necessary to enforce the terms of this Agreement, City will be entitled to recover from Godwin its reasonable costs and attorneys' fees in addition to any other relief to which it may be entitled.

17. **Notice of Breach; Opportunity to Cure; City's Damages for Breach.** Godwin will be deemed to be in breach of this Agreement if he Godwin takes any action or engages in any conduct in violation of any of the terms or conditions of this Agreement, including but not limited to failing to provide the services required by the provisions of paragraph 4 of this Agreement. In that event, the City shall notify Godwin of such breach in writing and sent to the physical and email addresses set forth hereinbelow and giving Godwin fourteen (14) days to cure such breach. Should Godwin fail to cure said breach (if the breach is amenable to cure), the City will terminate the Agreement effective the date of the breach, and the City will make no further payments under paragraphs 3.B. or 4 herein. As damages for said breach, Godwin must return the cash payment made to Godwin by City in accordance with paragraph 3.A. In addition, before Godwin takes any legal action to challenge the validity or enforceability of this Agreement, for any reason, including, without limitation, any claim that Godwin did not knowingly or voluntarily enter into this Agreement, Godwin agrees that he first must repay to City the cash portion of the Separation Benefits he received under paragraph 3.A hereof.

18. **Entire Agreement.** This Agreement sets forth the entire Agreement between Godwin and City and takes the place of any and all prior agreements or understandings between Godwin and City.

19. **No Reliance.** Godwin acknowledges in executing this Agreement that he is not relying and has not relied on any promise or statement (except those contained in this Agreement) made by any of the Releasees or by the Releasees' attorney with regard to the subject matter or effect of this Agreement or otherwise.

20. **Binding Agreement.** This Agreement is binding on the parties and on their heirs, administrators, representatives, executors, successors and assigns.

21. **NOTICE TO GODWIN.** Godwin should thoroughly review and understand this Agreement before signing it. THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LEGAL RIGHTS AND CLAIMS. Godwin affirms he has had adequate time to consider this Agreement before signing it. If Godwin agrees to the terms and wants to enter into this Agreement, he must sign it in the presence of a notary public and deliver it to Gene Anderson, Finance Director.

Date: 08/20/19

John Godwin



Address: 2615 Briarwood, Paris

Email Address: john.godwin540@gmail.com

Cell Phone Number: 214.502.9169

City of Paris

Date: 8/21/19



By: Steven J. Clifford, M.D., Mayor

STATE OF TEXAS

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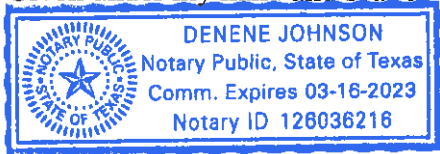
COUNTY OF LAMAR

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Before me, a Notary Public, on this day personally appeared John Godwin, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20 day of August 2019.



Denene Johnson
Notary Public Signature

[PERSONALIZED SEAL]

EXHIBIT A

Mayor Steven J. Clifford, M.D.
City of Paris
Paris, Texas, 75460

Dear Mayor:

I am resigning from employment as City Manager with the City of Paris effective
 2019.

Sincerely,

John Godwin