

## **MUTUAL SEVERANCE AGREEMENT**

This Mutual Severance Agreement (hereinafter the "Mutual Agreement") is hereby entered into by and between Michael Matthes ("Employee") and the City of Columbia ("the City") (collectively, "the Parties"), both of whom wish to separate their employment relationship in an amicable manner.

WHEREAS, on May 1, 2011 Employee and City entered into an employment agreement, which was subsequently amended on August 21, 2012 and further amended on December 7, 2015 (hereinafter the "Employment Agreement"); and

WHEREAS, The Employment Agreement provides for appointment of Employee to the position of City Manager for an indefinite term and provides Employee shall serve at the pleasure of the City Council; and

WHEREAS, the Employment Agreement further provides for resignation by mutual agreement of the parties; and

WHEREAS, Employee has submitted his resignation to the City Council for consideration and the Parties desire to provide for severance pay to Employee in a manner consistent with the terms and conditions of the Employment Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is agreed as follows:

1. The City hereby accepts Employee's resignation from city service with an effective date of November 21, 2018 at 5:00 pm. The City will pay Employee's regular salary through November 21, 2018, with all standard deductions and regular payroll tax withholdings made in accordance with the City's normal payroll procedures and schedule. The City shall continue to provide all employee health, dental and vision insurance benefits to which Employee is currently enrolled through December 31, 2018.

2. The City agrees to pay Employee a severance payment equal to twelve months salary at the current rate of pay, which is \$166,456.16. Such payment will be paid to Employee in a lump sum on the next available date which is consistent with the city's regular payroll processing dates, which will be December 7, 2018. Such payment is subject to the standard deductions and regular payroll tax withholdings required by law. Employee agrees that, to the extent that any additional federal, state or local taxes may be or become due or payable by Employee as a result of the above payment, Employee is solely responsible for paying any such taxes. In addition, Employee shall be compensated for all accrued vacation and holiday at Employee's hourly rate of pay of \$80.027, which consists of 148.9 hours of vacation and 16 hours of holiday leave as of November 21, 2018. The Employee shall not be entitled to payment of any other compensation or benefits other than as expressly set forth in this Mutual Agreement.

3. In consideration of the terms and conditions set forth in this Mutual Agreement and other good and valuable consideration, Employee hereby releases the City and its elected officials, officers, agents, employees, attorneys and insurers, both past and present (hereinafter collectively referred to as the "Releasees") from all claims or causes of action Employee may have or claim to have against the Releasees. This release includes any claims relating to employment with the City and the termination of that employment. The claims released include, but are not limited to:

(a) all statutory claims arising under the United States or Missouri Constitutions, all state and federal statutes and any executive order;

(b) all claims arising under or derived from or based upon any state or federal regulations;

(c) all common law claims;

(d) all claims for any compensation including commissions, back wages, front pay, punitive damages, pay increases, bonuses or awards, fringe benefits, disability benefits, severance benefits, reinstatement, retroactive seniority, pension benefits, contributions to retirement plans, or any other form of economic loss;

(e) all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, and punitive damages; and

(f) all claims for costs, interest, and attorneys' fees.

Nothing contained in this paragraph is intended, nor shall be construed: (i) to waive or release any future claim arising after the Effective Date of this Agreement; or (ii) to limit Employee's right to enforce the terms of this Agreement.

4. Employee agrees that Employee will not apply for, nor otherwise seek or accept, employment or re-employment with the City, and Employee forever releases and discharges the City from any obligation to consider Employee for employment or re-employment in any capacity.

5. If Employee has not done so already, Employee shall return to the City all of its property in his possession including, but not limited to, all credit cards, computers, laptops, cell phones, personal computing devices, accessories, books, records, documents, and other materials and equipment owned by the City.

6. Employee understands that all information or data of any type, whether created, sent or received by Employee on any computer, e-mail system or other electronic medium to which Employee has been provided access by the City is solely and

exclusively the property of the City. Employee agrees to deliver to the City all City memoranda, books, papers, letters and other data and all copies thereof, then in the possession or control of Employee. Employee may request any public records and those will be provided to the extent required by law.

7. Employee agrees that Employee fully understands the terms and conditions of this Agreement. Employee further acknowledges that Employee accepts the terms of this Agreement and enters into it freely, voluntarily, and without duress or coercion.

8. This Agreement sets forth the entire understanding and agreement between the Parties and fully supersedes any and all prior contracts or agreements between the Parties pertaining to compensation or severance, and it likewise fully supersedes any and all other conflicting agreements or understandings between the Parties.

**EMPLOYEE**



Michael Matthes

Dated: 11-20-18

**CITY OF COLUMBIA, MISSOURI**

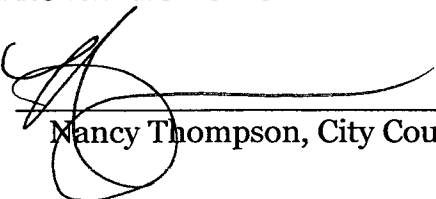
By: \_\_\_\_\_  
Brian Treece, Mayor

Dated: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Nancy Thompson, City Counselor