

MUTUALLY AMICABLE SEPARATION AND SETTLEMENT AGREEMENT

This Mutually Amicable Separation and Settlement Agreement (the "Agreement") is made this ____ day of May, 2015 (the "Effective Date") by and between the City of Cincinnati, (hereinafter "City") and Police Chief Jeffery Blackwell (hereinafter, "Blackwell"), and is executed as follows:

WHEREAS, the City and Blackwell (the "Parties") desire a mutually amicable separation of Blackwell from his employment with the City; and

WHEREAS, it is the desire of the City to demonstrate appreciation for the good work performed by Blackwell on behalf of the City of Cincinnati; and

NOW, THEREFORE, in consideration of the following and the mutual promises of the parties contained herein, the parties agree as follows:

1. Blackwell will discontinue his duties as the Police Chief as of the Effective Date (as defined in preamble above). Blackwell agrees to terminate his employment with the City of Cincinnati, effective immediately.
2. In consideration for Blackwell's good service to the City and other consideration set forth herein, the City agrees to the following settlement package for Blackwell:
 - a. Payment of 12 months' salary at Blackwell's hourly rate in effect as of the Effective Date, payable in three installments. The first installment shall be payable at the end of fiscal year 2015, the second and third payments in fiscal year 2016.
 - b. Payment of the \$5000 lump sum for which Blackwell would be eligible in June 2015.
 - c. City health insurance coverage for Blackwell until the earlier of (i) one year from the effective date of this Agreement or (ii) the first day Blackwell is eligible for health insurance coverage from a new employer.
 - d. Vacation bank payout for vacation time accrued by Blackwell as of the Effective Date.
 - e. The City agrees to waive recovery of pro rata relocation expenses for separation of employment prior to two years.
3. Blackwell (i) promises and agrees not to file any lawsuits or administrative charges relating to the issue of his employment with the City or any other claims which he may have against the City which arose prior to the Effective Date; (ii) hereby, fully and completely releases the City, its council members, agencies, departments, divisions and all of its employees as well as other persons, corporations, their employees, agents, successors and assigns ("releases") from any claims related to Blackwell's employment and retirement including any and all claims, Federal law and Ohio Statutory and Common law, and the public policy of Ohio including claims of sex, national origin, ancestry, handicap, disability, religion, race, age discrimination, and

retaliation under Title VII of the Civil Rights act of 1964, as amended, 42 U.S.C. 1981 & 1983, 42 U.S.C. § 2000 et seq., the Ohio Civil Rights Act, Chapter 4112 of the Ohio Revised Code (O.R.C.), Americans with Disabilities Act, the Employment Retirement Income Security Act (ERISA), 29 U.S.C. 2001, et seq., the Age Discrimination and Employment Act, the Family Medical Leave Act, any other claims, which have been, could be or could have been asserted by Blackwell or on his behalf, in any form arising out of or connected with Blackwell's employment and relationship with the City including but not limited to any claims of breach of an implied or express employment contract, estoppel, tort claims, sexual harassment, and for all liabilities whatsoever whether now known, or unknown and which may have existed as of the date of this Agreement by Blackwell and which relate to his employment and/or separation of employment with the City.

4. No party has waived any rights or claims that may arise after the execution of this Agreement.
5. The Parties agree that the circumstances and discussions of the Parties giving rise to this Agreement are intended to be confidential and will not be disclosed to any third party except (a) as required by law, (b) as required to obtain legal or financial advice, or (c) as required with regard to any tax matters. The Parties agree to issue a joint press release concerning Blackwell's separation of employment from the City. In addition, they will hold a press release concerning Blackwell's initiation of separation discussions and data analytics policies. If asked for additional comment, the Parties shall state that general circumstances led to a mutual and amicable agreement for separation of employment of Blackwell from the City.
6. The Parties agree not to disparage each other. It is acknowledged by the Parties that any disparaging comments made by the City or Blackwell may damage professional reputations and affect the ability of such persons to seek or obtain employment in the future.
7. BLACKWELL, BY SIGNING THIS AGREEMENT, UNDERSTANDS THAT HE HAS WAIVED ALL CLAIMS AGAINST THE CITY OF CINCINNATI, ITS OFFICIALS, AND ITS EMPLOYEES, DEPARTMENTS, AGENCIES OR OTHER AGENTS, THE CINCINNATI RETIREMENT SYSTEM AND ITS BOARD, INCLUDING ALL CLAIMS OF LOST WAGES, BENEFITS OR PAYMENT OF ATTORNEY FEES OR OTHER DAMAGES AND CERTIFIES THAT HE HAS ENTERED INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER THE OPPORTUNITY TO CONSULT WITH COUNSEL AND REVIEW THE DOCUMENT IN ITS ENTIRETY.

IN WITNESS WHEREOF, the parties have executed the Release and Settlement Agreement as to the day and year first noted above.

WITNESS:

Paula Boggs Muething
City Solicitor

DATE _____

Jeffery Blackwell

DATE _____