

## RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement agreement is made this 5<sup>th</sup> day of September 2018 by and between the City of Cincinnati, ("City") and Harry Black, ("Black") in resolution of present and potential claims and disputes regarding Black's employment and separation from the City, and is executed pursuant to the following terms:

WHEREAS, the City and Black desire a mutually amicable resolution of any all claims and disputes regarding Black's separation from his employment with the City;

WHEREAS, the City Manager and the City Solicitor enter into this agreement in order to avoid further controversy, the cost and expense of retaining outside counsel in multiple cases, and to permanently resolve the issues between the City and Black.

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

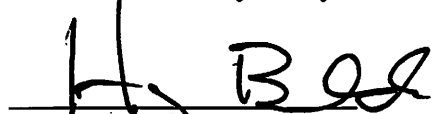
1. As consideration for this Agreement, the City shall pay Black a lump sum of \$370,000.00 payable at the direction of Black or his attorney within three weeks of the signing of this agreement.
2. The parties understand that the payment may be subject to Federal, State, and local taxes. Accordingly, the City will issue an appropriate miscellaneous Form 1099 in the tax year for which the payment is made. In the event that it is determined that the payment is taxable, Black shall be solely responsible for the payment of such taxes and agrees to hold the City harmless for any tax or penalty that may be assessed as a result of Black's failure to pay such tax. The sums paid are not to be considered as payment for the purposes of any wages or retirement system contributions.
3. Black agrees to cooperate in the defense of the City in any EEOC charges or pending or future litigation associated with his time as City Manager for the City. The City agrees to defend and indemnify Black as required by R.C. 2744 consistent with Black's status as a former City Manager.
4. The parties agree that there will be no obligation for costs or attorney fees created by this agreement, and that each party shall be responsible for their own costs and attorney fees.
5. Black (i) hereby releases the City from any and all liability associated with his City employment and separation there from, and, (ii) promises and agrees not to file any lawsuits or administrative charges relating to the issue of his employment or separation from the City or any other claims which he may

have against the City which arose prior to the date of this agreement; (iii) hereby, fully and completely releases the City, its mayor, council members, agencies, departments, divisions and all of its employees as well as other persons, corporations, their employees, agents, successors and assigns from any claims related to Black's employment and separation from the City including any and all claims arising under 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.), the Americans With Disabilities Act, the Employment Retirement Income Security Act (ERISA), 29 U.S.C. 2001, et seq., the Age Discrimination and Employment Act (ADEA), the Family Medical Leave Act, and any other claims, which have been, could be or could have been asserted by Black or on his behalf, in any form arising out of or connected with Black's employment and relationship with the City or its officials including but not limited to any claims of breach of an implied or express employment contract, estoppel, tort claims, sexual harassment, declaratory judgment, and for all liabilities whatsoever whether now known, or unknown and which may have existed as of the date of this agreement by Black and which relate to his employment and/or separation of employment from the City.

6. It is understood and agreed that the City does not admit any liability or any violation of the Ohio Revised Code or of any other Federal or State statutory law or the public policy or common law of the State of Ohio, including contract law, promissory estoppel, or any other law affecting Black's rights. To the contrary, the City specifically denies committing any wrongful act, and has entered into this agreement solely in the interest of resolving all claims and issues related to Black's employment and separation from the City of Cincinnati.
7. Black agrees he understands his rights, and has been advised of the right to discuss this agreement with his counsel and acknowledges that he has reviewed the same with counsel and understands this agreement and enters into it voluntarily.
8. Black acknowledges that he has 21 days to consider the terms of this agreement and 7 days following the execution of this agreement to revoke it. If Black revokes this agreement, he must do so in writing to the City Solicitor.

9. No party has waived any rights or claims that may arise after the execution of this agreement.
10. The parties agree that any disputes between the parties, as well as the contents and terms of 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.
11. BLACK, 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 BOARDS, 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.

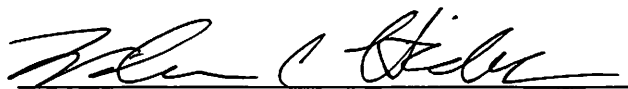
IN WITNESS WHEREOF, the parties have executed the Release and Settlement Agreement as to the day and year first noted above.


  
\_\_\_\_\_  
Harry Black      DATE 9/5/18

  
\_\_\_\_\_  
Patrick Duhaney, City Manager      DATE 9/5/2018

  
\_\_\_\_\_  
Paula Boggs Muething, City Solicitor for the City of Cincinnati      DATE 9/5/2018

Approved as to form:

  
\_\_\_\_\_  
Assistant City Solicitor

  
\_\_\_\_\_  
Attorney for Harry Black Stephen A. Simon