

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement and General Release ("Agreement") is entered into by and between **THE CITY OF LANSING**, a municipal corporation located in Lansing, Michigan, (the "EMPLOYER") and **JANENE MCINTYRE**, an individual, ("EMPLOYEE").

WHEREAS, EMPLOYEE and the EMPLOYER desire to enter into an agreement regarding EMPLOYEE's separation from employment with the EMPLOYER and a mutual release of all claims.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein and for other good, valuable, and received consideration, EMPLOYEE and the EMPLOYER agree as follows:

1. EMPLOYEE hereby resigns her employment with the EMPLOYER effective March 4, 2016.
2. Provided that: (i) EMPLOYEE signs and returns this Agreement to the City of Lansing and (ii) the Revocation Period set forth in Paragraph 19 below expires without EMPLOYEE having revoked her signature on this Agreement, the City of Lansing will pay EMPLOYEE a lump sum Separation Payment of **ONE HUNDRED TWENTY-SEVEN THOUSAND, FIVE HUNDRED SIXTY-SEVEN DOLLARS AND 10/100 CENTS (\$127,567.10)**, less all applicable taxes, withholdings, and deductions ("Separation Payment"), in one check made payable to EMPLOYEE and White Law PLLC. The Separation Payment shall be paid immediately upon the expiration of the Revocation Period.
3. Provided that: (i) EMPLOYEE signs and returns this Agreement to the City of Lansing and (ii) the Revocation Period set forth in Paragraph 18 below expires without EMPLOYEE having revoked her signature on this Agreement, the EMPLOYER will make payment of any premiums for coverage under Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") for EMPLOYEE and her dependents from March 1, 2016 through December 31, 2016.
4. EMPLOYEE acknowledges and agrees that EMPLOYEE would not be entitled to the consideration provided in Paragraph 2 and 3 but for EMPLOYEE's undertakings in this Agreement.
5. Pursuant to the City of Lansing's "Executive Management Fringe Benefit Plan," upon her separation of employment, EMPLOYEE will receive a one-time payment of **THIRTY-THREE THOUSAND, NINETY-FIVE DOLLARS AND 69/100 CENTS (\$33,095.69)**, less all applicable taxes, withholdings, and deductions ("Paid Time-Off Buyout Payment"), in one check made payable to EMPLOYEE. The Paid Time-Off Buyout Payment represents 400.01 vacation hours paid at 100%, 60.6 sick time hours paid at 50%, and 16 personal hours paid at 100%. The Paid Time-Off Buyout Payment shall be paid immediately upon the expiration of the Revocation Period.
6. Except for the consideration specified in Paragraphs 2 and 3, and the Paid Time-Off Buyout Payment specified in Paragraph 5, EMPLOYEE acknowledges that she has been paid

and/or has received all leave (paid or unpaid), compensation, wages, commissions, vacation pay, severance pay, bonuses, reimbursements, benefits, expenses and other monies to which EMPLOYEE may have been entitled and that no other payments or compensation are due to EMPLOYEE. EMPLOYER acknowledges that EMPLOYEE has satisfied all of her obligations to the EMPLOYER.

7. EMPLOYEE, and anyone claiming through EMPLOYEE or on EMPLOYEE's behalf, hereby releases the EMPLOYER and the EMPLOYER Released Parties (defined in Paragraph 10 below), with respect to any and all claims, whether currently known or unknown, that EMPLOYEE now has or has ever had against the EMPLOYER or any of the EMPLOYER Released Parties arising from or related directly or indirectly to or resulting from EMPLOYEE's employment, separation from employment, or any agreement, act, omission, or thing occurring or existing at any time on or prior to the date on which EMPLOYEE signs this Agreement, including, but not limited to claims for monetary damages and other forms of personal relief. Without limiting the foregoing, the claims released by EMPLOYEE hereunder include, but are not limited to:

- a. Claims that were or could have been asserted by EMPLOYEE or on EMPLOYEE's behalf arising under any of the following laws, as amended from time to time: The Age Discrimination in Employment Act; Title VII of the Civil Rights Act of 1964, the Lilly Ledbetter Fair Pay Act of 2009; the Americans with Disabilities Act; the Michigan Constitution; Michigan Workers' Disability Compensation Act; the Persons with Disabilities Civil Rights Act, Mich. Comp. Laws §37.1101 et. seq.; the Elliott-Larson Civil Rights Act, Mich. Comp. Laws §37.2101 et. seq.; the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act; the Employee Retirement Income Security Act; or The Whistleblowers Protection Act.
- b. Claims that were or could have been asserted by EMPLOYEE or on EMPLOYEE's behalf: (i) in any federal, state or local court, commission, or agency; (ii) under any common law theory; or (iii) under any employment, contract, tort, federal, state, or local law, public policy, regulation, ordinance, constitutional provision, or order; and
- c. Claims that were or could have been asserted by EMPLOYEE or on EMPLOYEE's behalf that are related in any way to her employment, compensation, terms and conditions of employment, or separation from employment with the EMPLOYER, including without limitation all claims for salary, bonus, vacation pay, incentive pay, severance pay, or any other compensation or benefit.

Notwithstanding the above, EMPLOYEE understands that nothing in this Agreement prevents or prohibits EMPLOYEE from filing a claim with a government agency that is responsible for enforcing a law on behalf of the government, including the Equal Employment Opportunity Commission. EMPLOYEE further understands and agrees, however, that because EMPLOYEE is waiving and releasing all claims for monetary damages and other forms of personal relief, to the extent allowed by

law, EMPLOYEE may not, and will not, seek or accept monetary damages or other forms of relief through any such claim.

8. EMPLOYEE represents and warrants that EMPLOYEE has not filed any legal or other proceeding(s) against any of the EMPLOYER Released Parties, EMPLOYEE is the sole owner of the claims released herein and has not directly or indirectly transferred or assigned any such claims to anyone else, and EMPLOYEE has the full right and power to execute the releases and agreements in this Agreement. In the event of any further proceedings based upon any matter released herein, EMPLOYEE shall have no recovery of any kind against any of the EMPLOYER Released Parties, and the EMPLOYER Released Parties shall have no monetary or other obligation to or on behalf of EMPLOYEE, except for indemnification as specified in Paragraph 18.

9. EMPLOYER represents and warrants that EMPLOYER has not filed any legal or other proceeding(s) against the, EMPLOYEE and that EMPLOYER is the sole owner of the claims released herein and has not directly or indirectly transferred or assigned any such claims to anyone else, and EMPLOYER has the full right and power to execute the releases and agreements in this Agreement. In the event of any further proceedings based upon any matter released herein, EMPLOYER shall have no recovery of any kind against the EMPLOYEE, and the EMPLOYEE shall have no monetary or other obligation to or on behalf of EMPLOYER.

10. "EMPLOYER Released Parties" as used in this Agreement includes: (a) the EMPLOYER and its past and present and future agencies, authorities, divisions, departments, franchisees, and other related entities (whether or not they are wholly owned), including, but not limited to, the City Council and Board of Water and Light; (b) the past, present and future appointed and elected office holders, trustees, fiduciaries, administrators, directors, officers, council members, agents, representatives, employees, and attorneys of each entity listed in subpart (a) above; and (c) the predecessors, successors, and assigns of each entity listed in subparts (a) and (b) above.

11. EMPLOYER hereby releases EMPLOYEE with respect to any and all claims, whether currently known or unknown, that EMPLOYER has or has ever had against EMPLOYEE or arising from or related directly or indirectly to or resulting from employment, separation from employment, or any agreement, act, omission, or thing occurring or existing at any time from the beginning of the employment relationship to March 4, 2016. Without limiting the foregoing, the claims released include, but are not limited to:

- a. Claims that were or could have been asserted by EMPLOYER or on EMPLOYER's behalf: (i) in any federal, state or local court, commission, or agency; (ii) under any common law theory; or (iii) under any employment, contract, tort, federal, state, or local law, public policy, regulation, ordinance, constitutional provision, or order; and
- b. Claims that were or could have been asserted by EMPLOYER or on EMPLOYER's behalf that are related in any way to her employment, compensation, terms and conditions of employment, or separation from employment with the EMPLOYER.

12. EMPLOYEE acknowledges that, in the course of EMPLOYEE's employment with the EMPLOYER, EMPLOYEE had access to, developed and/or acquired confidential information, including but not limited to: (a) information received from third parties under confidential conditions; and (b) other technical, business or financial information or trade secrets or proprietary information the use or disclosure of which would be contrary to the interests of the EMPLOYER. Except as required by law, EMPLOYEE understands and agrees that EMPLOYEE shall not at any time directly or indirectly use, disclose, or take any action which may result in the use or disclosure of any confidential or proprietary information of the EMPLOYER or the other EMPLOYER Released Parties. To the extent practicable, EMPLOYEE will give the EMPLOYER immediate notice and a copy of any subpoena or other legal requirement seeking the disclosure of any EMPLOYER confidential or proprietary information prior to making any such disclosure. EMPLOYEE acknowledges that the restrictions contained in this Paragraph, in view of the nature of the work performed by the EMPLOYER, are reasonable and necessary in order to protect the EMPLOYER's legitimate business interests, and that any violation thereof may result in irreparable injuries to the EMPLOYER, and EMPLOYEE therefore acknowledges that, in the event of any violation of any of these restrictions, the EMPLOYER may be entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief as well as damages and an equitable accounting of all earnings, profits and other benefits arising from such violation, which rights shall be cumulative and in addition to any other rights or remedies to which the EMPLOYER may be entitled.

13. EMPLOYEE represents and warrants that EMPLOYEE has returned all documents and other property and equipment of the EMPLOYER or any of the EMPLOYER Released Parties to the EMPLOYER, including all property containing any confidential or proprietary information, including without limitation, reports, files, records, computer hardware, software, credit cards, door and file keys, card keys, and other physical or personal property that EMPLOYEE received or prepared or helped prepare in connection with EMPLOYEE's employment with the EMPLOYER, and that EMPLOYEE has not retained any copies, duplicates, reproductions or excerpts thereof.

14. EMPLOYEE and the current incumbents of the following offices of the EMPLOYER: (a) Mayor, (b) Chief of Staff, (c) Chief Financial Officer, and (d) Chief Operating Officer (the "Incumbents") each state that the reputation and goodwill of the City of Lansing, its citizens, and its government are of paramount importance and therefore, the Incumbents and EMPLOYEE shall refrain from all conduct, whether verbal, written, or otherwise regarding the employment relationship that is the subject of this Agreement that disparages, damages, or could disparage or damage the reputation, goodwill, business, or standing in the community of the EMPLOYER, the EMPLOYEE, or the Incumbents. If there is a violation of this paragraph, the damaged Party shall be entitled to liquidated damages from the breaching Party in the amount of \$10,000 per violation plus attorney fees related to the costs associated with enforcement. The provisions of this paragraph shall not apply to testimony required to be given in any legal proceeding.

15. Nothing in this Agreement is intended to or shall be construed as an admission by EMPLOYEE, the EMPLOYER, or any of the EMPLOYER Released Parties that any of them violated any law, interfered with any right, breached any obligation, or otherwise engaged in any improper or illegal conduct with respect to EMPLOYEE, EMPLOYER, or EMPLOYER

Released Parties or otherwise. EMPLOYEE, EMPLOYER, and EMPLOYER Released Parties expressly deny any such illegal or wrongful conduct.

16. By signing this Agreement, EMPLOYEE and EMPLOYER expressly acknowledge that: (a) they have carefully read and understand this Agreement; (b) EMPLOYEE and EMPLOYER understand this Agreement is legally binding and that by signing, EMPLOYEE and EMPLOYER give up certain rights including the release of claims that each Party may have against the other Party up to and including March 4, 2016, the effective date of this Agreement.

17. This Agreement embodies the entire agreement of the parties regarding the matters described herein and supersedes any and all prior and/or contemporaneous agreements, oral or written, between the parties regarding this matter. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Michigan, without reference to its conflict of laws principles. This Agreement may be modified only in a writing signed by both parties. Any provision (or part thereof) of this Agreement deemed by a court of competent jurisdiction to be unenforceable shall be severed and shall not affect the enforceability of the remainder this Agreement. It is intended that any amounts payable under this Agreement will comply with Section 409A of the Internal Revenue Code of 1986, as amended, and the treasury regulations relating thereto, and this Agreement shall be interpreted and construed accordingly.

18. EMPLOYER agrees to indemnify, hold harmless, and defend EMPLOYEE from any and all claims made by third-parties against EMPLOYEE in her official capacity as City Attorney or Human Resources Director related to EMPLOYEE's employment with EMPLOYER for actions or omissions that occurred during the course of EMPLOYEE's employment with EMPLOYER consistent with EMPLOYER's policies that allow for indemnification of city officials or employees that existed during the course of EMPLOYEE's employment with EMPLOYER. This is not intended to grant Employee any greater rights than any similarly situated employee of the City of Lansing would have and is specifically not intended to provide indemnification or defense for any intentional torts or for criminal conduct that may have been committed by Employee.

19. EMPLOYEE ACKNOWLEDGES THAT SHE WAS ADVISED TO CONSULT WITH COUNSEL AND THAT SHE HAS DONE SO AND THAT SHE HAS BEEN ADVISED THAT SHE MAY CONSIDER THE TERMS OF THIS AGREEMENT FOR 21 DAYS AND HAS DONE SO OR HAS WAIVED THIS TIME PERIOD. EMPLOYEE understands and agrees that she may revoke this Agreement for a period of seven (7) calendar days following the execution of this Agreement (the "Revocation Period"). The Agreement is not effective and the Severance Pay and other benefits offered in Paragraphs 2 and 3 will not be paid until the Revocation Period has expired. Employee understands that any revocation, to be effective, must be in writing and either (a) postmarked within seven (7) days of execution of this Agreement and addressed to the Virg Bernero, Mayor of City of Lansing, at the EMPLOYER's address; or (b) hand-delivered within seven (7) days of execution of this Agreement. EMPLOYEE understands that if revocation is made by mail, mailing by certified mail, return receipt requested, is recommended to show proof of mailing. No payments under this Agreement will be made until the expiration of the Revocation Period.

20. This Agreement may be executed in counterparts.

ACKNOWLEDGEMENT AND EXECUTION

EMPLOYEE ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, HAS BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING THE AGREEMENT, AND THAT SHE UNDERSTANDS ALL OF ITS TERMS AND EXECUTES THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND THE CONSEQUENCES THEREOF.

Janene McIntyre

On Behalf of the City of Lansing

Signed:  _____

By:  _____

Its: Mayor

Print name: Janene McIntyre

Print name: King Bernero

Date: February 25, 2016

Date: 2-25-2016