

RESIGNATION AND RELEASE AGREEMENT

Between
Al Dyer
and
Mason City, Iowa

This Resignation and Release Agreement (hereinafter the "Agreement") is entered into by and between Mason City, Iowa (the "City"), and Al Dyer (hereinafter "Dyer"), employed by the City as the Fire Chief over the City's Fire Department.

1. By entering this Agreement, the City accepts the resignation of Dyer effective as of the date this Agreement is executed.

2. Based upon the consideration contained in Paragraph 3, Dyer agrees that he shall not seek reemployment with the City and that he shall comply with the release and covenant not to sue contained herein.

3. In return for Dyer's resignation and agreeing to this release and fulfilling the terms of this Agreement, the City agrees as follows:

- (a) The City will pay Dyer a severance that will be his normal paycheck less all applicable taxes and deductions through January 15, 2018. This severance will be considered to be payment for all accrued leave except for accrued vacation leave.
- (b) After January 15, 2018, Dyer will be issued a final paycheck on the regular pay day that will include a payment for all accrued and unused vacation. This payment shall be in a lump sum less all applicable taxes and deductions.
- (c) The City will continue health insurance coverage for Dyer under the current terms and conditions until January 31, 2018. At this time, Dyer will be eligible to continue health insurance coverage at his own expense as provided by COBRA.
- (d) The City agrees to only provide the following information if contacted by a prospective employer of Dyer: 1) the dates of Dyer's employment and that he resigned effective as of the date this Agreement is executed; 2) Dyer's salary history; and 3) the jobs held by Dyer while he was a City employee. Dyer shall direct all reference inquiries to the Director of Human Resources, Perry Buffington, to ensure compliance with this provision. No other information will be disclosed by the City unless such disclosure is required pursuant to the Iowa Code.

4. It is understood and agreed that Dyer is not entitled to receive any compensation from the City other than as set forth in Paragraph 3 of this Agreement and such amount, if any, which is awarded in the unemployment compensation process.

5. Based upon this Agreement, Dyer fully and forever releases and discharges the City and its elected officials, directors, officers, employees, agents, trustees, administrators, consultants, contractors, and attorneys, whether past, present, or future, and all predecessors, successors, and assigns thereof from any and all claims, demands, agreements, causes of action, injunctions, and restraints or liabilities of whatever kind, whether in law, equity, or otherwise, and whether now known or with reasonable diligence could have been known, including but not limited to, claims, liabilities, or causes of action relating to or arising out of Dyer's recruitment, hiring, employment, or separation from employment with the City, such as (by way of example only) claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et. seq., Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000 et seq., The Civil Rights Act of 1991, the Americans With Disabilities Act, 42 U.S.C. §§12181-12189, The Employee Retirement Income Security Act of 1974, as amended, the Iowa Civil Rights Act, as amended, Iowa Code §§216 et seq., Iowa Code §70A.28, the Iowa Wage Payment Collection Law, Iowa Code §91A, claims under any local rule, state or federal statute, claims under common-law, claims for breach of contract, claims for any tort, claims for any wrongful discharge, or any other claims which could have been, but have not been asserted.

6. Dyer further agrees not to sue or to institute or cause to be instituted any kind of claim or action in any federal, state, or local agency or court against the City, or the individuals referenced in paragraph 5, arising out of or attributable to Dyer's employment, or separation from employment with the City, or any other action or cause of action released above.

7. Dyer warrants and represents that he has neither made nor suffered to be made any assignment or transfer of any right, claim, demand, or cause of action covered by the above release or covenant not to sue and that Dyer is the sole and absolute owner of all thereof and that Dyer has not filed nor suffered to be filed on his behalf any claim, action, demand, or other matter of any kind covered by the above release or covenant not to sue as of the date and time of the execution of this Agreement.

8. The provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa.

9. In the event that any paragraph, subparagraph, or provision of this Agreement shall be determined to be contrary to governing law or otherwise unenforceable, all remaining portions of this Agreement shall be enforced to the maximum extent permitted by law; the unenforceable paragraph, subparagraph, or provision shall first be construed or interpreted, if possible, to render it enforceable, and, if that is not possible, then the provision shall be severed and disregarded, and the remainder of this Agreement shall be enforced to the maximum extent permitted by law.

10. The Agreement shall inure to the benefit of, be binding upon, and be enforceable by and against the parties to it, their heirs, executors, administrators, successors, and assigns.

11. Dyer further acknowledges that he has been advised of his right to consult an attorney prior to signing this Agreement, and in fact has consulted with an attorney. Dyer signs this agreement **knowingly and voluntarily** and solely in reliance upon his own knowledge, belief and judgment and not upon representations made by the City or others on its behalf.

12. Dyer acknowledges that he received a copy of this Agreement on November 13, 2017, and that he was given up to twenty-one (21) days to consider this Agreement.

13. Following the date of the full execution of this Agreement, Dyer shall have seven (7) days to revoke the Agreement, and this Agreement shall not be effective until this seven (7) day period has expired. If Dyer chooses to revoke this Agreement, he shall serve notice of such in writing to the Human Resources Director, Perry Buffington.

**CAUTION: READ CAREFULLY!
THIS RESIGNATION OF EMPLOYMENT AND
RELEASE AGREEMENT, INCLUDES A RELEASE OF ALL CLAIMS!**

FOR THE CITY:

By:


Kevin Jacobson
City Administrator

Date:

11-17-17

FOR THE EMPLOYEE:

By:


Al Dyer

Date:

011/17/2017