

EXHIBIT A

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement agreement ("Agreement") by and between the City of Cincinnati including its employees and officials ("City") and Paula Boggs Muething ("Boggs Muething") is executed pursuant to the following terms:

WHEREAS, Mayor John Cranley recommended and City Council approved the appointment of Paula Boggs Muething as City Manager on October 15, 2020 with the passage of Ordinance 337-2020; and

WHEREAS, Section 5 of Ordinance 337-2020 provides the payment of a severance and provision of benefits if Paula Boggs Muething resigns as a result of an adverse employment action and executes a release and waiver of claims against the City; and

WHEREAS, Aftab Pureval (the "Mayor-Elect") was duly elected to the office of Mayor of the City of Cincinnati and is scheduled to be sworn in as Mayor on January 4, 2022; and

WHEREAS, Boggs Muething intends, based on the Mayor-Elect's decision to perform a national search for a City Manager and related communications, to resign to allow for appointment of an interim and permanent City Manager of the Mayor-Elect's own choosing; and

WHEREAS, the parties agree that there has been an adverse employment action as defined by Section 5 of Ordinance 337-2020; and

WHEREAS, this Agreement is expressly conditioned on the approval of City Council on or after January 4, 2021;

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

1. Boggs Muething shall resign her position as City Manager for the City of Cincinnati effective 7:59 a.m. on January 19, 2022.
2. Boggs Muething hereby releases the City from any and all liability associated with her employment with and separation from the City of Cincinnati and promises and agrees not to file any lawsuits or administrative charges relating to the issue of her employment with or separation from the City or any other

claims which she may have against the City which arose prior to the date of this Agreement.

3. As consideration for this Agreement, the City shall:
 - a. Hereby release Boggs Muething from any and all liability associated with her employment with the City of Cincinnati and promises and agrees not to file any lawsuits, administrative charges or other proceedings relating to her performance of her job duties during her employment with the City or any other claims which the City may have against her which arose prior to the date of this Agreement except as is expressly required by law for the recoupment of misspent or misappropriated public funds under Boggs Muething's control. This provision does not apply to any claims that third parties may have against Boggs Muething related to her official capacity as City Manager for which the City will continue to defend and indemnify Boggs Muething consistent with the provisions of the City Charter and Ohio Revised Code Chapter 2744.
 - b. Pay Boggs Muething the lump sum of \$187,801.01, which is equivalent to eight and a half months of her salary as of the date of her resignation. This amount shall be processed upon resignation.
 - c. Provide full health care coverage for Boggs Muething and any covered family members through April 30, 2022, in the same type and manner as in place immediately prior to her resignation, including medical, vision, dental, and prescription coverage.
 - d. Pay Boggs Muething her sick and vacation time accrued through the date of her resignation, which is estimated to be 410 hours of vacation time and 340 of sick leave time. This amount shall appear on Boggs Muething's final paycheck.
 - e. Pay Boggs Muething her deferred compensation payments through June 30, 2022, which equals \$4,061.53. This amount shall appear on Boggs Muething's final paycheck.
 - f. Pay the total cost of COBRA continuation coverage beginning May 1, 2022, which coverage shall continue for nine months or until such time as Boggs Muething secures alternative employment providing employer-provided health benefits, whichever is earlier.

- g. Allow Boggs Muething to retain ownership of her Surface Pro laptop, which was issued to her by the City provided that Boggs Muething ensure that all public records on the Surface Pro laptop are otherwise saved according to the applicable records retention schedule and that the Surface Pro laptop is restored to factory settings by the appropriate City staff.
 - h. Pay Boggs Muething \$2,500.00 as reimbursement of her attorneys' fees incurred in regard to the separation of her employment with the City.
- 4. Apart from acknowledging the existence of an adverse employment action regarding Boggs Muething as that term is defined by Ordinance 337-2020, the City does not admit any liability or violation of the Ohio Revised Code or of any other Federal or State statutory law or the public policy or common law of Ohio, including contract law, promissory estoppel, sexual harassment, disability discrimination and/or any of Plaintiff's rights. The City has entered into this Agreement in the interest of resolving all claims and issues related to Boggs Muething's employment with the City consistently with the terms of Ordinance 337-2020.
- 5. The parties understand that the terms contained within this Agreement are all expressly conditioned on the approval of this Agreement by City Council on or after January 4, 2021.
- 6. Boggs Muething understands this Agreement, has been advised of the right to discuss this Agreement with personal legal counsel, she has reviewed it with legal counsel, and enters into this Agreement voluntarily.
- 7. No party waives any rights or claims that may arise after the execution of this Agreement.
- 8. **BOGGS MUETHING, BY SIGNING THIS AGREEMENT, UNDERSTANDS THAT SHE 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 SHE HAS ENTERED INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER THE OPPORTUNITY TO**

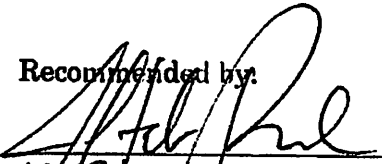
CONSULT WITH COUNSEL AND REVIEW THE DOCUMENT IN ITS ENTIRETY.

Executed by the parties on the dates indicated below, effective as of the later of such dates.



Paula Boggs Muething

Date: 12/23/2021

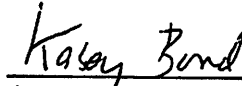
Recommended by:


Aftab Pureval, Mayor-Elect

Date: 12-23-2021


Andrew W. Garth, City Solicitor

Date: 12-23-2021


Attorney for Paula Boggs Muething

Date: 1/3/2022

p.p. Andrew Garth per email 1/3/22