

MEDIATION TERM SHEET

This Agreement dated October 30, 2019 is entered into between Tom Ryff, Plaintiff, and the City of Tempe, Defendant, collectively "Parties," and concerns a dispute mediated with Amy Lieberman, Insight Mediation.

Recitals:

- 2015 new
- A. Plaintiff was employed by the City of Tempe. He entered into a Retirement Agreement dated June 23, 2015. Allegations were raised by Plaintiff in a Notice of Claim filed with the City of Tempe, and in a subsequent lawsuit filed in Maricopa County Superior Court CV 2017-011151, relating to potential breach of contract by Defendant in connection with the "non-disparagement" provision which applied to both parties. Defendant also raised allegations in the lawsuit relating to relating to potential breach of contract by Plaintiff in connection with the "non-disparagement" provision.
- B. The parties agreed to mediate all claims and disputes that were asserted or that could have been asserted in the lawsuit.
- C. Without admitting liability for any claims or allegations, and hereby denying same, the parties have reached a resolution of any and all of their disputes, as follows:
1. Payment. The City of Tempe agrees to pay Mr. Ryff and his counsel Stephen Montoya, of Montoya, Lucero & Pastor, P.A. the total sum of \$150,000.00, provided this payment is approved by the Tempe City Council.
 2. Mutual Release. Upon full payment of the above sums, the parties agree to release each other and the City of Tempe's employees and agents from any and all claims, including but not limited to claims asserted, or which could have been asserted, known or unknown, with respect to the above lawsuit.
 3. Agreement to Execute. The parties to this Agreement and counsel agree to execute all documents necessary to effectuate the intent of this Agreement, including but not limited to, a more formal settlement agreement and release of all claims against Defendant.
 4. Supersession of Retirement Agreement. This Agreement supersedes the Retirement Agreement entered into by the parties.
 5. Return of Documents and Evidence. Plaintiff agrees to return all originals and copies of any documentary evidence in whatever form to Michael Niederbaumer within one week of Council Approval of this Agreement. Defendant also agrees to return all originals and copies of any tangible thing in Defendant's possession


or control disparaging of Plaintiff within 30 days after this Agreement is approved by the Tempe City Council.

6. Direction of Employees; Agreement by Plaintiff. Defendant agrees that City Manager Andrew Ching, or his successor, will be the City's sole designated point of contact for any inquiries or references for Plaintiff. Mr. Ching's reference will be issued in accordance with a letter drafted by Mr. Ching, attached hereto as Exhibit A. To that end, the following positions will be directed to refrain from making any statements at all relating to Plaintiff's employment or lawsuit: In the Police Department, the Chief, the Assistant Chiefs, and the Commanders; the Mayor and City Council; the Internal Services Director and Deputies; Deputy City Manager, and all Elected and Appointed Officials. Plaintiff similarly agrees to refrain from making derogatory statements about the people in the positions set forth herein. The obligations in this paragraph will exist for 5 years from the date of approval of this Agreement. Other than as set forth in this Agreement, nothing in this Agreement shall be construed to limit Plaintiff's free speech rights as a citizen of the City of Tempe and the United States.
7. No Admission of Liability. This agreement shall not be construed as an admission of liability by any of the parties hereto.
8. Reliance on Counsel. Each party relies on their sole judgment and the advice of their independent counsel.
9. Authority and Capacity. The signatories hereto represent that they have full authority and capacity to execute this Agreement on behalf of the parties to this agreement.
10. Conflicts; Perceived Breach. In the event of any conflicts arise while finalizing documents in the matter, the parties agree to contact Amy Lieberman to resolve any disputes. In the event either party believes the other party has breached the provisions of this Agreement, the parties agree to first, contact the other party's counsel to discuss their concern; second, to contact Amy Lieberman to set a mediation/arbitration to resolve the dispute.

Agreed to this 30th day of October 2019.



Tom Ryff



Andrew Ching, City Manager, on behalf of The City of Tempe