



BRENNHAM POLICE DEPARTMENT

1800 LONGWOOD DRIVE



To: Terry Roberts
From: Craig U. Goodman
Subject: Letter of Resignation
Date: 12-28-17

Dear Mr. Roberts,

Please accept this letter as my notice of resignation to be effective on January 1, 2018.

While I have enjoyed my service to the community of Brenham, for personal reasons, I have elected to resign.

Thank you for the opportunity to serve the citizens of Brenham, and I remain available should you need assistance during a transition period.

Sincerely,

Craig U. Goodman

Craig U. Goodman

"NO MAN IS ABOVE THE LAW AND NO MAN IS BELOW IT; NOR DO WE ASK ANY MAN'S PERMISSION WHEN WE REQUIRE HIM TO OBEY IT." THEODORE ROOSEVELT

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is entered into by and between Craig U. Goodman ("Goodman") and the **City of Brenham** ("City"). Goodman and the City are referred to herein collectively as the "Parties;"

Whereas, Goodman worked for the City as the Chief of Police; and

Whereas, Goodman and the City have agreed on certain terms and conditions concerning Goodman's separation from employment with the City to resolve bona fide disputes and controversies between the Parties; and

Whereas, the Parties desire to compromise and settle all claims and causes of action of any kind whatsoever; and

Whereas, the Parties intend that the full terms and conditions of their compromise and settlement be set forth in this Agreement;

Now, therefore, in consideration of the promises, agreements, and representations contained herein, including the recitals set forth above, the Parties, after consulting with their respective counsel, agree voluntarily to the following:

- 1. Compromise and Settlement.** Bona fide disputes and controversies exist between the City and Goodman, both as to liability and the amount of damages, if any, and by reason of such disputes and controversies, the parties to this Settlement Agreement desire to compromise and settle all claims and causes of action of every kind whatsoever.
- 2. Resignation.** Goodman will submit his resignation as Chief of Police in writing to the City, effective January 1, 2018. The City agrees to destroy all administrative investigation documents and the supporting records related to Goodman's conduct at the earliest date permitted by law. Goodman agrees that he will not apply or reapply for employment with City.
- 3. F-5 Appeal.** The City agrees that Goodman's F-5 shall reflect Goodman's separation from the City as "Honorably Discharged".
- 4. Settlement Pay.** In exchange for Goodman submitting his resignation as Chief of Police and other consideration as set out herein, the City will maintain Goodman as an employee of the City for 90 working days (January 2, 2018 through May 7, 2018), and during such time shall also require Goodman to be available for advice and consultation, upon the City's request. The City will pay Goodman 90 working days' pay at his current rate of pay for a total gross biweekly amount of \$4,243.20, which will be reduced by applicable income tax withholding, Goodman's TMRS contributions, and other authorized and/or court-ordered payroll deductions, including social security, Medicare and child-support, through May 7, 2018. The sum payable to Goodman pursuant to the hereinabove provisions of this section will be paid by City payroll check, payable to Craig U. Goodman, in accordance with the customary pay dates as other employees of the City. Further, on May 18, 2018, Goodman will also be paid for his accrued vacation leave of twelve (12) days in a lump sum, which amount will be reduced by applicable income tax withholding,

Goodman's TMRS contributions, and other authorized and/or court-ordered payroll deductions, including social security, Medicare and child-support. Goodman's medical insurance coverage provided by the City shall remain in effect until May 31, 2018, unless Goodman obtains medical insurance coverage from another provider prior to May 31, 2018 in which case Goodman's medical insurance coverage shall terminate prior to May 31, 2018.

5. **Goodman's Release and Waiver and Covenant Not to Sue.** By signing this Agreement, Goodman agrees to the following:

a **Release and Waiver of Rights.** Goodman irrevocably and unconditionally releases City and its directors, officers, elected officials, agents, employees and representatives, jointly and individually, and all persons acting by, through or with any of them (collectively referred to as the "Releasees"), from any and all claims, complaints, liabilities, damages, causes of action, suits, rights, costs, and expenses (including attorneys' fees) of any nature or kind whatsoever, known or unknown, including but not limited to any claim relating to Goodman's employment with City or to his resignation from City employment, which Goodman now has, or which he had at any time prior to the execution of this Agreement, against each, all, or any of the Releasees. The claims waived and discharged include, but are not limited to, those arising under the following:

- Title VII of the Civil Rights Act of 1964
- Executive Order 11246
- Equal Pay Act
- Uniformed Services Employment and Reemployment Rights Act
- Civil Rights Act of 1991
- 42 U.S.C. § 1981 (the 1866 Civil Rights Act)
- Fair Credit Reporting Act
- Americans with Disabilities Act/Amendments to the Act (ADA/ADAAA)
- Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- Family and Medical Leave Act
- Fair Labor Standards Act
- Whistleblower claims
- Worker's Compensation Claims
- All laws, including the common laws, of the State of Texas regarding employment-related claims, including Chapters 141 and 142 of the Texas Local Government Code and Chapter 614 of the Texas Government Code
- Disputed wages, including claims for any Goodman wages or overtime
- Wrongful discharge and/or breach of contract claims
- Claims under the U. S. and Texas Constitutions, and
- Tort claims, including invasion of privacy, defamation, fraud, and infliction of emotional distress.

Goodman does not waive rights or claims that arise after the date he signs this Agreement or any rights or claims that may not be legally waived.

b. Covenant Not to Sue. Goodman agrees that he has not brought, and he will not bring, any legal action against the Releasees for any claim that occurred prior to his signing this Agreement; however, this provision does not prohibit Goodman from filing a lawsuit for the sole purpose of enforcing his rights under this Agreement, or from enforcing rights that may arise subsequent to his signing this Agreement.

c. Waived and Discharged Claims. Goodman agrees that if a claim that he has waived or discharged under this section 5 of the Agreement is prosecuted in his name or on his behalf before any court or administrative agency, he waives and agrees not to take any award of money or other damages from such suit and will immediately request in writing that the claim on his behalf be withdrawn. Goodman also agrees that he waives on behalf of himself and his attorneys all claims for attorneys' fees and expenses and court costs for any claims waived and discharged under this section 5 of the Agreement. Notwithstanding the foregoing, nothing in this Agreement is intended to interfere with Goodman's right to participate or cooperate in a proceeding with any appropriate federal, state or local agency whose task it is to investigate employment discrimination.

d. FMLA Claims. Goodman acknowledges that he has been afforded all rights due to him if any, under the Family and Medical Leave Act.

6. No Existing Complaints or Lawsuits. Goodman promises that he has not filed a complaint, charge, claim or lawsuit against City or any of the other Releasees with any governmental agency or any court. This Agreement is not and shall not be interpreted as an admission by City or any of the other Releasees that it or they acted improperly in any way with respect to Goodman.

7. Internal Documents; Neutral Reference; Texas Public Information Act. City agrees that it will remove all administrative investigation documents from Goodman's personnel file and place them in an investigation file in the City Human Resources office. The City agrees it will destroy its administrative investigation records relating to Goodman at the earliest lawful date under the City's Record Retention Schedule/Ordinance (as set forth in state law). Any inquiries made by a potential employer will be directed to the City Manager and/or the Director of Human Resources who will provide only a neutral reference and the only information that will be disclosed is the last position held by Goodman, the dates of his employment, and that he voluntarily resigned from employment. The Parties acknowledge and agree that the City is subject to the Texas Public Information Act and, if a copy of this Agreement or other personnel records are requested to be released, the City will be required to comply with state law governing the public's access to records in the possession of the City.

8. Return of City Property. Goodman agrees that he has already returned, or will return immediately, to City all documents, files, computers, computer files, diskettes, records, notebooks, data, equipment, credit cards, keys, and all other property belonging to City or any of the other Releasees, as well as any copies thereof, that Goodman removed from City premises or that is otherwise in Goodman's possession or control. Goodman represents and warrants that he has not kept any copies, electronic or otherwise, of any of City's property.

9. Non-disparagement. The City represents, covenants and agrees that the City will not at any time after January 1, 2018, through any medium, either orally or in writing, including, but not

limited to, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media, such as Facebook, LinkedIn, or Twitter, or any other form of communication, disparage Goodman's performance or otherwise take any action which could reasonably be expected to adversely affect Goodman's personal or professional reputation. Similarly, Goodman represents, covenants and agrees that Goodman will not at any time after January 1, 2018, through any medium, either orally or in writing, including, but not limited to, electronic mail, television or radio, computer networks or Internet bulletin boards, blogs, social media, such as Facebook, LinkedIn, or Twitter, or any other form of communication, disparage the City or any of its officers, employees, volunteers, agents or representatives or otherwise take any action which could reasonably be expected to adversely affect the personal or professional reputation of the City or any of its officers, employees, volunteers, agents or representatives. For purposes of this Section, "disparage" shall mean any negative statement, whether written or oral, about either Party, or the Party's officers, employees, volunteers, agents or representatives. The provisions of this section shall not be applicable to, and the term "disparage" shall not be interpreted to include, the City's release of any City records or document in compliance with the Texas Public Information Act or other law governing access to or the release of City records or documents.

10. Goodman's Understanding of Agreement. Goodman promises that he has carefully read and fully understands all the provisions of this Agreement, and that he is signing it voluntarily.

11. Severability. The provisions of this Agreement are severable, that is, they may be considered separately. If any paragraph is found by a court to be unenforceable, the other paragraphs shall remain fully valid and enforceable.

12. Choice of Law. This Agreement and the rights and obligations hereunder will be governed by, and construed and interpreted in all respects in accordance with the laws of the State of Texas. Exclusive venue will be in Washington County, Texas.

13. Waiver of Breach. The waiver by either Party of a breach of any provision of this Agreement by Goodman will not operate or be construed as a waiver of any subsequent breach by Goodman.

14. Breach. The parties agree that the provisions contained in this Agreement are fair and reasonable. If an action at law or in equity by either party is necessary to enforce the terms of this Agreement, the party who is successful will be entitled to recover from the other party its reasonable costs and attorneys' fees in addition to any other relief to which the party may be entitled.

15. Entire Agreement. This Agreement sets forth the entire Agreement between Goodman and City and takes the place of any and all prior agreements or understandings between Goodman and City.

16. No Reliance. Goodman acknowledges in executing this Agreement that he is not relying and has not relied on any promise or statement (except those contained in this Agreement) made by any of the Releasees or by the Releasees' attorney with regard to the subject matter or effect of this Agreement or otherwise.

17. **Binding Agreement.** This Agreement is binding on the parties and on their heirs, administrators, representatives, executors, successors and assigns.

Craig U. Goodman

Date: 12-29-17

Craig U. Goodman

STATE OF TEXAS §
COUNTY OF WASHINGTON §

Before me, a Notary Public, on this day personally appeared Craig U. Goodman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of December 2017.

Notary Public Signature
SEAL]



[Signature]
Notary Public

City of Brenham

Date: 12/29/2017

By: Terry Roberts
Terry Roberts, City Manager

STATE OF TEXAS §
COUNTY OF WASHINGTON §

Before me, a Notary Public, on this day personally appeared Terry Roberts, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 29 day of December 2017.

Notary Public Signature
[SEAL]



[Signature]