

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-100
Series of 2015

Series of 2015

A RESOLUTION APPROVING THE RESIGNATION AGREEMENT WITH JOHN R. PICK

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Resignation Agreement attached hereto is hereby approved by the City Council of the City of Northglenn, effective July 7, 2015, and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____, 2015.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

RESIGNATION AGREEMENT

THIS RESIGNATION AGREEMENT is made and entered into this 7th day of July, 2015, by and between John R. Pick and the City of Northglenn, Colorado (the "City"). Pick and the City are collectively referred to as "the Parties."

RECITALS

A. Pick was employed by the City as the City Manager appointed by the City Council pursuant to Section 6.1 of the City of Northglenn Home Rule Charter and in accordance with the terms of an Employment Agreement dated May 13, 2013, effective July 29, 2013 (the "Employment Agreement").

B. Pick desires to resign, and the City Council on behalf of the City desires to accept his resignation, subject to the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants as set forth below, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Resignation. Subject to the terms and conditions set forth below, Pick resigns as of July 7, 2015 (the "Resignation Date").

2. Severance; Payment. Pick and the City agree that Pick shall be entitled to Severance as defined in this Section 2 and Section 4 of the Employment Agreement, in a lump sum cash payment of **\$88,130.70**, consisting of \$70,549.96 as a cash payment equal to six (6) months base salary and \$17,580.74 consisting of 259.15 hours of accrued General Leave.

3. Miscellaneous.

a. Successors and Assigns. This Agreement shall be binding in all respects upon the successors and assigns of the Parties.

b. Governing Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Adams, State of Colorado, and the parties waive any right to remove any action to any other court, whether state or federal.

c. Severability. In the event that a court or arbiter of competent jurisdiction enters a final judgment or decision holding invalid any nonmaterial provision of this Agreement, the remainder of this Agreement shall be fully enforceable.

d. Counterparts. This Agreement may be executed in counterparts, all of which shall have full force and effect.

e. Integration. This Agreement and its exhibits constitute the entire agreement of the Parties and a complete merger of all prior negotiations and agreements. This Agreement shall not be modified except in writing signed by the Parties or their authorized representatives.

f. Headings. The headings of paragraphs herein are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

g. Gender and Number. Whenever applicable, the pronouns designating the feminine, masculine or neuter shall equally apply to the feminine, neuter and masculine genders; the singular shall include the plural and the plural shall include the singular.

IN WITNESS WHEREOF, this Agreement has been executed on the date first above written, to be effective on such date.

CITY OF NORTHGLENN, COLORADO

Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

JOHN R. PICK


