

AGREEMENT AND RELEASE

AGREEMENT ("Agreement") made this 10th day of October 2024, by and between Zachary Ackerman ("Candidate") and the City of Ann Arbor ("the City"), collectively the "Parties."

WHEREAS, Candidate applied for a position with the Housing Commission;

WHEREAS, Pursuant to Council resolution, Housing Commission employees, with the exception of the Executive Director, are employees of the City;

WHEREAS, The Parties dispute whether Candidate reasonably relied on a verbal offer of employment from the Executive Director who did not, in fact, have such authority to make an offer;

WHEREAS, Without any admission of liability, the City wishes to resolve this matter to avoid any and all future claims related to Candidate's application for employment with the Housing Commission;

THEREFORE, In consideration of the promises and agreements set forth below, the Parties agree as follows:

- 1) On behalf of himself, individually, and his heirs, executors, and spouse, Candidate unconditionally releases and discharges the City from any and all claims, demands and causes of action of whatever kind or character, joint or several, which Candidate has or might claim to have against the City for any and all injuries, harm, damages, penalties, costs, losses, expenses and awards, attorney's fees and/or other liability, if any, whatsoever, suffered or claimed by Candidate as a result of any and all alleged acts, omissions, or events, whether known or unknown, including, but not limited to:
 - a) any injury of any type whatsoever which is claimed by Candidate to have arisen out of or in the course of negotiations for employment with the City or the City's declination of employment with the City, including but not limited to, any express or implied right of employment;
 - b) alleged violation of rights under any law providing for equal employment opportunity or affirmative action, including but not limited to, the Civil Rights Acts of 1964 and 1991 (42 U.S.C. § 2000d *et seq.*) the Civil Rights Act of

1866 (42 U.S.C. § 1981 *et seq.*), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Age Discrimination in Employment Act of 1967 (29 U.S.C. § 621 *et seq.*), the Elliott-Larsen Civil Rights Act (MCL 37.2101 *et seq.*), the Persons with Disabilities Civil Rights Act (MCL 37.1101 *et seq.*), the Whistleblowers' Protection Act (MCL 15.361 *et seq.*), or similar federal, state or local laws, ordinances or regulations whether now in existence or subsequently recognized by the common law or enacted by legislative bodies;

- c) breach or violation of due process, any employment policies, practices or procedures; and
- d) emotional distress, pain and suffering, loss of consortium, interference with contractual relations or injury to reputation.

The only exclusion from this release and agreement not to sue is a claim that some term of this Agreement has been violated.

- 2) In consideration of the promises and the release of all claims set forth in this Agreement, the City will pay Candidate a one-time \$50,000 lump sum payment. Payment will be made within 30 days of the full execution of this Agreement.
- 3) This Agreement does not prevent Candidate from applying for other City jobs in the future.
- 4) Candidate agrees that he will not retain and will take affirmative steps to identify, collect and confidentially shred any and all copies of any City or Ann Arbor Housing Commission documents acquired through the recruitment and hiring process, with the exception of any documents he furnished to the City or Ann Arbor Housing Commission as part of his job application. Candidate also agrees that he will never disclose or otherwise divulge, furnish, or make accessible to anyone, any confidential information, knowledge or data of the City or Ann Arbor Housing Commission, including information about any current or future development projects, or that of its customers, residents, and any other information designated by the City and/or Ann Arbor Housing Commission as confidential.

- 5) If it is determined by a court of competent jurisdiction that Candidate violated this Agreement, Candidate agrees that he will pay all costs, including reasonable attorneys' fees that the City may incur defending against a suit brought by Candidate or bringing claims against the Candidate for violation of paragraph (4) above. Candidate also acknowledges that in any action filed by Candidate, this Agreement may be pleaded by the City, both as a defense and as a counter-claim or cross claim in such action.
- 6) This Agreement, and any dispute arising in connection with its operation or execution, shall be construed in accordance with and governed by the statutes and common law of the State of Michigan. If a court of competent jurisdiction determines that this Agreement is unenforceable in any respect, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement or affect the validity or enforceability of this Agreement in any other jurisdiction. Candidate and the City agree that if this Agreement or any provision of this Agreement is held by a court to be invalid or unenforceable because it is too broad in any respect, the Agreement or such provision shall be narrowed by the court to the extent required to be enforceable.
- 7) This Agreement reflects the entire agreement of the Parties relative to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written understandings, statements, representations or promises. Following execution of this Agreement, it may not be modified except in writing and signed by both the Candidate and the City. The language of the Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against either of the Parties.

CANDIDATE:


Date:



Zachary Ackerman

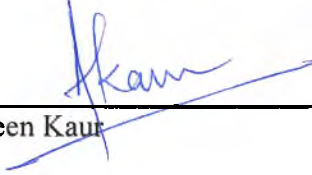
10/10/2024

CITY OF ANN ARBOR



Milton Dohoney, Jr., City Administrator

Approved as to form:



Atleen Kaur