

## SEPARATION AGREEMENT AND RELEASE

This SEPARATION AGREEMENT AND RELEASE ("**Agreement**"), dated as of June 24, 2015 ("**Effective Date**") is by and between the TOWN OF TUSAYAN, ("**Town**"), an Arizona municipal corporation and WILLIAM WRIGHT ("**Employee**").

WHEREAS, the parties entered into an Employment Agreement ("**Initial Agreement**"), dated as of July 1, 2013; and

WHEREAS, the parties now desire to terminate the Initial Agreement and to provide Employee severance in consideration for release required herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and undertakings as more particularly set forth below, the parties do hereby agree as follows:

1. Effective July 3, 2015 ("**Resignation Date**"), Employee will resign from his position as Town Manager.

2. In consideration of the release set forth in Section 3 ("**Release**"), the Town shall pay to Employee a lump sum payment of FORTY-NINE THOUSAND NINE HUNDRED SEVENTY AND 05/100 DOLLARS (\$49,970.05) ("**Severance Payment**") no later than July 3, 2015, less State and Federal income tax withholding. The parties agree that no retirement contributions shall be paid in connection with the Severance Payment given that the Severance Payment is made in consideration of the Release.

3. In consideration of the foregoing, Employee hereby completely releases, acquits and forever discharges the Town and its representatives, heirs, successors, assigns, affiliated entities, elected officials, councilmembers, officers, directors, agents, employees and attorneys (collectively, the "**Released Parties**") from all claims including all rights, demands, actions, obligations, liabilities and causes of action of any and every kind, nature and character whatsoever, known or unknown, which Employee may now have or has ever had against the Town or other Released Parties, including without limitation (i) all claims arising from or in any way connected with the employment of Employee by the Town or the cessation thereof occurring prior to or after the execution of this Agreement; (ii) all claims which Employee may have filed in any court of law or before any municipal, state or federal agency arising from or in any way connected with the employment of Employee by the Town or the cessation thereof; (iii) all claims pertaining to Employee's job performance while employed by the Town; and (iv) all claims for costs and attorneys' fees, except claims or proceedings necessary to enforce the provisions of this Agreement. By way of example, only and without limiting the immediately preceding paragraph, this Agreement is applicable to any existing or future cause of action, right, claim or liability under any of the following, as amended: Age Discrimination in Employment Act, Title VII of the 1964 Civil Rights Act, the 1866 Civil Rights Act, 42 U.S.C. Sections 1981, 1983, et seq., the Equal Pay Act of 1963, the Arizona Civil Rights Act, the Americans with Disabilities Act, the Family and Medical Leave Act, the Arizona Employment Protection Act; and any other equal employment opportunity law or statute, or of wrongful discharge, implied or express contract, the covenant of good faith and

fair dealing, intentional or negligent infliction of emotional distress, defamation, and any other claim in contract or tort. Employee is advised to consult an attorney regarding this Agreement.

4. Without limiting the generality of the foregoing, it is understood and agreed that this Agreement constitutes a full and final release by the parties hereto covering all known, unknown, anticipated and unanticipated injuries, debts, claims or damages to all the parties which have arisen, or may have arisen, in connection with Employee's employment with the Town, as well as those injuries, debts, claims or damages not known or disclosed which have arisen, or may have arisen, from said employment relationship.

5. Employee acknowledges that he has fully discussed all aspects of this Agreement with his attorney to the extent he wishes to do so. Employee agrees that he has carefully read and fully understands all of the provisions of this Agreement and that he is voluntarily entering into this Agreement. Employee agrees that, as part of this Agreement, he has been provided with consideration in addition to anything of value to which he is already entitled. Employee is advised that, prior to waiving claims he may have under the Age Discrimination in Employment Act, he may take up to twenty-one (21) calendar days to consider this Agreement before signing, and he may revoke this Agreement within seven (7) calendar days after he signs the Agreement. If Employee wishes to revoke the Agreement, he must do so by delivering written notification of the revocation before the expiration of the revocation period to the Town Attorney (William J. Sims) at [wjsims@simsmurray.com](mailto:wjsims@simsmurray.com). In the event this Agreement is signed prior to the expiration of twenty-one (21) days, Employee acknowledges that he has voluntarily and knowingly agreed to waive his entitlement to take 21 days to consider this Agreement.

6. This Agreement will be effective after the expiration of the seven-day revocation period outlined in Section 5 above.

7. Town acknowledges that Employee may take accrued vacation until the Resignation Date. Employee waives any claim to accrued vacation as of the Effective Date

8. Employee acknowledges that he understands all of the provisions of this Agreement which are contractual in nature, its contents and legal effects. The preceding paragraphs recite the sole consideration for this Agreement. All agreements and understandings between the parties are embodied and expressed herein. Each party has entered into this Agreement freely, without coercion, and based on its own judgment and not in reliance upon any representations made by each to the other, other than those contained herein. This Agreement and all provisions hereof, including all representations and promises contained herein, are contractual and not a mere recital and shall continue in permanent force and effect. This Agreement constitutes the sole and entire agreement of the parties in respect to the subject matter hereof, and there are no agreements of any nature whatsoever between the parties hereto except as expressly stated herein. Furthermore, no supplement, modification or amendment of this Agreement shall be valid or binding unless in writing and signed by the parties to this Agreement.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. The courts within the State of Arizona shall have exclusive jurisdiction over any litigation brought to declare, determine or enforce any right or obligation arising either directly

or indirectly out of the terms of this Agreement, and all parties hereby consent to the personal jurisdiction of the court within the State of Arizona.

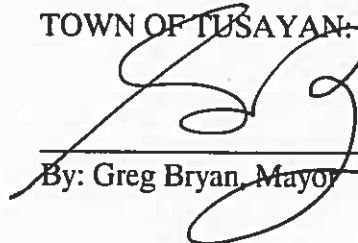
10. Should any part, term or provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid parts, terms or provisions shall be deemed not to be a part of this Agreement, except that if any of the releases by Employee herein are deemed invalid, the Town shall have the right to seek rescission of this Agreement.

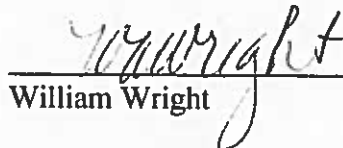
11. In the event that any party to this Agreement breaches this Agreement in any manner, the parties agree that the remedy of law for any breach of the provision of this Agreement will be inadequate and that, in addition to any remedy at law, the parties shall be entitled to seek appropriate injunctive relief in case of such breach. A partial, nonmaterial breach of this Agreement shall not operate to render the entire Agreement unenforceable and, in the event of such breach, all of the other provisions shall remain fully operable.

12. The parties expressly agree that if there is any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and reasonable attorneys' fees incurred with respect to such litigation.

**PLEASE READ CAREFULLY. THIS AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, the parties have set their hands as of the dates set forth below.

TOWN OF TUSAYAN:  
  
By: Greg Bryan, Mayor 6/24/15  
date

  
William Wright 6/24/2015  
date

Town of Tusayan  
Tusayan, AZ 86023

William A Wright  
309 Airport Circle  
PO Bx 709  
Grand Canyon, AZ 86023

Employee Pay Stub

Check number: 2665

Pay Period: 06/13/2015 - 06/26/2015

Pay Date: 06/29/2015

Employee

SSN

William A Wright, 309 Airport Circle, PO Bx 709, Grand Canyon, AZ 86023

Earnings and Hours	Qty	Rate	Current	YTD Amount
Salary Manager&Clerk	80.00		49,970.05	97,153.30
Salary Vacation				2,786.80
Auto Allowance				2,600.00
	80.00		49,970.05	102,540.10

Deductions From Gross	Current	YTD Amount
ASRS Pension (Tax Deferred)		-2,337.64
457 Pre-Tax Plan		-1,200.00
		-3,537.64

Taxes	Current	YTD Amount
Medicare Employee Addl Tax	0.00	0.00
Federal Withholding	-17,516.00	-24,021.00
Social Security Employee	-3,098.14	-6,357.48
Medicare Employee	-724.57	-1,486.84
AZ - Withholding	-1,349.19	-2,673.08
	-22,687.90	-34,538.40

Adjustments to Net Pay	Current	YTD Amount
Utilities - Water		-266.86
Utilities - Electric		-1,381.79
		-1,648.65

Net Pay 27,282.15 62,815.41

Paid Time Off	Earned	YTD Used	Available
Sick	0.00		80.00
Vacation	3.08		35.32

Non-taxable Company Items	Current	YTD Amount
ASRS Co. Match		9,858.70