

Severance Agreement

This Severance Agreement dated for reference the 10th day of December, 2008.

Between:

JUDY ROGERS

(the "Employee")

And:

CITY OF VANCOUVER

(the "City")

(collectively the "Parties")

WHEREAS:

A. The Parties wish to end their employment relationship;

NOW THEREFORE, in consideration of the terms and conditions outlined herein, and in consideration of the respective covenants and obligations of the Parties as set out in this Agreement and Release, the Parties agree as follows:

1. Ms. Rogers' employment will end on December 31, 2008. This termination of her employment will include the termination of any positions to which she has been appointed by the City. Between December 12, 2008 and December 31, 2008, Ms. Rogers will be available as necessary to assist in the transition of her duties.
2. Following December 31, 2008, Ms. Rogers will make herself available to assist the new City Manager for a reasonable period of time to be determined between the new City Manager and Ms. Rogers.
3. The ending of the employment will be announced in a mutually agreed form of message communicated by Mayor Gregor Robertson.
4. The City will pay to Ms. Rogers, in a lump sum, as lawfully directed by Ms. Rogers, all her outstanding time banks, less statutory deductions. All time bank values must be verified prior to the payment as at January 2, 2009.

5. The City will continue to pay the salary which Ms. Rogers would have earned had she remained employed, on a bi-weekly basis, less the usual payroll deductions, commencing on January 1, 2009 and ending on May 30, 2009. During this period, if necessary, the City will take the steps available to it to confirm Ms. Rogers' employment status for the purposes of Municipal Superannuation Plan.
6. During the period to and until May 30, 2009, all health and welfare benefits will be maintained in effect. Ms. Rogers shall have an option to purchase her lease vehicle in accordance with City policy. Whether or not Ms. Rogers exercises her option, the City will pay to Ms. Rogers monthly an amount equivalent to her previous average monthly car allowance payments, including lease payments, up to and including May 30, 2009.
7. If Ms. Rogers obtains new employment before May 30, 2009, then no further payments will be made to her under this Settlement Agreement.
8. If Ms. Rogers has not obtained alternate employment prior to May 30, 2009 the City will, on that date, pay her an amount equivalent to 15 months base salary (based on salary escalators which would take effect during those 15 months). The City will also pay Ms. Rogers the sum of \$30,000.00 in respect of foregone pension accrual. These moneys will be paid in a lump sum in such tax efficient manner as Ms. Rogers legally directs and subject to all requisite statutory deductions.
9. The parties will sign a mutual release, in the form attached.
10. The City will agree to keep the terms of this Agreement confidential except where necessary to inform senior executive staff and City Councilors and unless compelled to do so by law.

Mutual Release

WHEREAS:

- a. The Parties wish to end their employment relationship; and
- b. The Parties wish to settle and resolve all outstanding matters arising from the ending of Judy Rogers' employment with the City.

THEREFORE, Judy Rogers ("Ms. Rogers") and the City of Vancouver (the "City") agree as follows:

FOR AND IN CONSIDERATION of payment by the City of the amounts provided for in the Severance Agreement attached to this Mutual Release and such other good and valuable consideration, (the receipt and sufficiency of which is hereby acknowledged), Ms. Rogers does for herself, her heirs, executors, administrators, agents and assigns, hereby remise, release and forever discharge the City, its officers, directors, employees, agents, servants, predecessors, successors, assigns and associated companies from any and all claims of any nature or kind whatsoever, whether under statute or the common law, arising from her employment and the ending of her employment.

FOR VALUABLE CONSIDERATION as set out in the Severance Agreement attached to this Mutual Release, and including the foregoing by Ms. Rogers (the receipt and sufficiency of which is hereby acknowledged), the City does for itself, its officers, directors, employees, agents, servants, predecessors, successors, assigns and associated companies, hereby remise, release and forever discharge Ms. Rogers, her heirs, executors, administrators, agents and assigns from any and all claims of any nature or kind whatsoever, whether under statute or the common law, which the City may have arising from Ms. Rogers' employment with the City and the ending of her employment with the City.

BOTH PARTIES ACKNOWLEDGE that the facts in respect of which the Severance Agreement and this Mutual Release are made may prove to be other than or different from the facts in that connection now known or believed by them to be true. Both parties accept and assume the risk of the facts being different and agree that this Mutual Release shall be in all respects enforceable and not subject to termination, rescission or variation by discovery of any difference in facts.

MS. ROGERS UNDERSTANDS AND AGREES to indemnify and save harmless the City from any assessment for income tax or other statutory deductions which may be made under statutory authority in respect of the said consideration paid to her.

MS. ROGERS COVENANTS AND AGREES that she will not, at any time or in any way, disclose to any person any of the details, terms or conditions of the Severance Agreement or this Release unless required to do so by law or for the purpose of obtaining confidential tax, legal or accounting advice. If she discloses information pertaining to this Release for the purpose of obtaining tax, legal or accounting advice, such disclosure shall be to no greater extent than is necessary to inform her professional advisors and obtain their advice, and she shall instruct any such

professional advisor to maintain strict confidentiality with respect to the existence or nature of the Severance Agreement, or any of the details, terms or conditions of it in accordance with the restrictions of this clause. Ms. Rogers further agrees that she will take all reasonable precautions to ensure that the confidentiality of this Release is maintained at all times. Without limiting the generality of the foregoing, Ms. Rogers agrees to:

- a. keep the terms of this settlement confidential in perpetuity, except that she can reveal the terms to obtain legal and financial advice but will advise her legal or financial advisor that they are obliged to keep the terms confidential;
- b. keep confidential, in perpetuity, all confidential City information which she learned or had access to during the course of her employment;
- c. agree not to discuss, at any time, any confidential City business or the terms of her departure with anyone including employees of the City, City Councilors or the media;

unless compelled to do so by law.

THE CITY AGREES that it will keep the terms of the Severance Agreement and this Release confidential except where necessary to inform senior executive staff and City Counsellors or where required by law.

THE PARTIES UNDERSTAND AND AGREE that this is the compromise of a disputed claim and is not to be construed or considered as an admission of liability on the part of either of the parties. The terms of this Mutual Release are intended to be contractual and not a mere recital.

BOTH PARTIES ACKNOWLEDGE that they have read this Mutual Release, obtained legal advice concerning it and understand that the above Mutual Release contains a full and final release of all claims each party may have against each other relating to the subject matters in the Mutual Release.

BOTH PARTIES AGREE AND ACKNOWLEDGE that this Mutual Release may be signed by counterpart and will remain effective as if signed in original.

IN WITNESS WHEREOF this Release and has been executed by Judy Rogers this 10th day of December, 2008.

SIGNED, SEALED AND DELIVERED by Judy Rogers in the presence of:)
)
)
Alexandra Luchenko)
 Name)
595 Burrard St., Suite 2600, Three Bentall)
 Address)
Vancouver BC V7X 1L3)
)
Lawyer)
 Occupation)

Judy Rogers
 Judy Rogers

IN WITNESS WHEREOF this Release and has been executed by the City of Vancouver this 12th day of December, 2008.

City of Vancouver

Per:

[Signature]
 Authorized Signatory