

SEPARATION AGREEMENT AND GENERAL RELEASE

This SEPARATION AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Agreement") is made and entered into between the City of Petaluma ("City") and Leonard Thompson ("Thompson") for the following purposes and with reference to the following facts (City and Thompson are collectively hereinafter referred to as the "Parties").

This Agreement arises out of Thompson's at-will employment with the City as Fire Chief. The purpose of this Agreement is to settle and compromise any and all possible present and future disputes and controversies existing or which in the future may exist between the City and Thompson related to Thompson's employment relationship with the City and/or arising from any other facts or causes existing on or prior to the date each party signs this Agreement, whether known or unknown, including but not limited to those described herein.

WHEREAS, Thompson and the City now desire to compromise and settle all claims, demands, complaints, actions, charges, litigation and causes of action, whether now known or unknown that arise from Thompson's employment with the City;

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties agree as follows:

1. Thompson hereby tenders his resignation, effective December 31, 2021, which shall be irrevocable after the time period set forth in paragraph 10 herein has elapsed. The City accepts the resignation. A copy of said resignation is attached hereto as Exhibit 1 and is a material term of this Agreement. Thompson will remain on paid administrative leave through November 26, 2021 and will continue to accrue leaves while

on paid administrative leave. Thompson will use his accrued leave time from November 27, 2021 through December 31, 2021 and will continue to accrue leave during this time.

2. The City will pay Thompson a lump sum payment of \$57,750 on or before January 31, 2022, provided that Thompson has not exercised his right to revoke this Agreement pursuant to paragraph 10 herein. If Thompson revokes this Agreement, no payment will be made. Thompson understands and agrees that the City will report this lump sum as other non-wage income and that Thompson is responsible for payment of any and all taxes on this sum, if any. An IRS Form 1099 shall issue to Thompson regarding this payment. Thompson will provide a completed and signed IRS form W-9 at the same time he provides his signature on this Agreement.

3. In exchange for the compensation mentioned in paragraph 2 herein, Thompson releases the City, members of the City Council, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, or attorneys from any and all complaints, charges of discrimination, claims, lawsuits, requests for information, or grievances that are based on facts that occurred up to the date he executes this Agreement, except for worker's compensation claims. Thompson agrees to withdraw or dismiss, with prejudice, any complaint, claim, lawsuit, request for information or grievance (except for worker's compensation claims) that he has filed against the City that is based upon facts that occurred up to the date he executes this Agreement. This Agreement extends to any such complaint, claim, request for information, lawsuit, grievance or charge filed in any state or federal court, with any administrative body, agency, board, commission, or entity whatsoever, except the excluded claims.

This Agreement does not limit Thompson's ability to bring an administrative charge with an administrative agency, but Thompson expressly waives and releases any right to recover any type of personal relief from the City, including monetary damages, in any administrative action or proceeding, whether state or federal, and whether brought by Thompson or on his behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Thompson from reporting possible violations of law or regulation to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under the whistleblower provisions of law. Thompson does not need prior authorization of the City to make any such reports or disclosures and is not required to notify the City that he has made such reports or disclosures.

4. Thompson agrees and understands that the City is not providing him with any tax or legal advice and makes no representations regarding tax obligations or consequences, if any, related to this Agreement, and no other representations as to the legal effect of this Agreement.

5. Thompson hereby fully, irrevocably and unconditionally releases and discharges the City from any and all claims, actions, causes of action, judgments, liens, indebtedness, damages, obligations, losses, liabilities, costs, claim for attorneys' fees or costs, and all other claims and rights of action of all kinds and descriptions, which he has or may have, whether known or unknown, suspected or unsuspected, which were raised

or might have been raised, or arise out of, or are connected with, Thompson's employment, except for any worker's compensation claims.

6. Thompson agrees, to the fullest extent permitted by law, that he will not initiate or file a lawsuit to assert any claim released herein. If any such action is brought, this Agreement will constitute an affirmative defense thereto.

7. Thompson agrees that he enters into this Agreement voluntarily, and also expressly acknowledges that he has been informed of and is familiar with California Civil Code § 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Thompson expressly waives the provisions of California Civil Code § 1542, and further waives any rights he might have to invoke said provisions now or in the future with respect to the releases set out in this Agreement. Thompson hereby agrees to accept and assume the risk that any fact with respect to any matter in this Agreement may hereafter be found to be other than or different from the facts he believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

8. Thompson understands and expressly agrees that this Agreement shall bind and benefit his spouse, children, heirs, agents, attorneys, representatives, and

assigns. Thompson represents and warrants that he has full power to make the releases and agreements contained herein. Thompson expressly represents and warrants that he has not assigned, encumbered or in any manner transferred all or any portion of the claims covered by the releases and agreements contained herein.

9. The parties hereto acknowledge and agree that neither this Agreement nor the act of entering into it constitutes an admission, stipulation or concession of liability, express or implied, on the part of any party concerning any fact or matter in any way connected with the subject matter of this Agreement.

10. WAIVER OF RIGHTS OR CLAIMS PURSUANT TO TITLE 29 OF THE CODE OF THE LAWS OF THE UNITED STATES OF AMERICA AND CHAPTER 14, ENTITLED "AGE DISCRIMINATION IN EMPLOYMENT."

Thompson specifically acknowledges that pursuant to Title 29 of the U.S. Code, entitled "AGE DISCRIMINATION IN EMPLOYMENT," 1) it shall be unlawful for an employer to fail or refuse to hire or to discharge any individual or otherwise discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment, because of such individual's age; 2) to limit, segregate, or classify employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his/her status as an employee, because of such individual's age; or 3) to reduce the wage rate of any employee in order to comply with said Chapter. Thompson hereby acknowledges and agrees that this Agreement constitutes a knowing and voluntary waiver of any and all rights or claims that exist or that Thompson has or may claim to have under the Age Discrimination in

Employment Act (ADEA) for acts or omissions up to the date he executes this Agreement. EMPLOYEE acknowledges that:

a. the consideration provided through this Agreement is the sole consideration he will receive from the City or its members of the City Council, officers, agents, deputies, representatives, servants, employees, successors, assigns, predecessors, divisions, branches, or attorneys;

b. he has been and is hereby advised in writing to consult with an attorney prior to signing this Agreement;

c. he has been provided a full and ample opportunity to study this Agreement, including a period of at least 21 days within which to consider entering into this Agreement;

d. to the extent that Thompson takes less than 21 days to consider this Agreement prior to execution, Thompson acknowledges that he had sufficient time to consider this Agreement with his legal counsel and that he expressly, voluntarily and knowingly waives any additional time; and

e. he is aware of his right to revoke this Agreement at any time within the seven-day period following the date he signs the Agreement and that the Agreement shall not become effective or enforceable until the seven-day revocation period expires. Notice of revocation must be made in writing and must be received by City no later than the seventh day after Thompson executes this Agreement.

11. Thompson represents that he has had the opportunity to thoroughly discuss the terms of this Agreement with representatives of his own choosing, that he has carefully read and fully understands all the provisions of this Agreement, and that he is

voluntarily entering into this Agreement without coercion. Thompson understands that the waiver he has made and the terms he has agreed to herein are knowing, conscious, and with the full appreciation that he is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or agreement not expressed herein has been made to Thompson in connection with this Agreement.

12. The parties recognize that City is a public entity and is subject to the Ralph M. Brown Act (Government Code §§ 54950 et seq.), the California Public Records Act (Government Code §§6250, et seq.), and other provisions of law. The City will disclose this agreement as required by law.

13. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California.

14. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding, concurrent or succeeding breach of the same or any other term or provision of this Agreement.

15. This Agreement is deemed to have been drafted jointly by the parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.

16. The Parties may execute this Agreement in counterparts, and by electronic signature, with the same force and effect as if executed in a single, complete document.

17. This Agreement shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

17. Each party bears its own costs and attorneys' fees.

By: 
LEONARD THOMPSON

Dated: 11-16-21

By: 
CITY OF PETALUMA

Dated: 11/17/21