

AGREEMENT AND FULL RELEASE OF ALL CLAIMS

A. Identification of Parties and Covenants.

This Agreement And Full Release Of All Claims is made by and between Janeé L. Harteau (hereinafter "Employee"), and the City of Minneapolis (hereinafter "City").

WHEREAS, Employee has been employed by the City as "Chief of Police", an appointed position, since December 4, 2012;

WHEREAS, Employee's last day with the City was July 21, 2017;

WHEREAS, Employee and the City wish to fully and finally settle all issues, differences and claims, whether potential or actual, known or unknown, between Employee and the City, including, but not limited to, any claims that may arise out of Employee's employment with the City or the cessation and separation of Employee's employment with the City.

NOW, THEREFORE, in consideration of the provisions and mutual covenants contained herein, the Employee and the City agree as follows:

B. Agreement Terms.

1. In consideration for the Full Release Of All Claims under this Agreement the City will provide Employee:
 - a. The sum of \$182,876, to be paid in installments, as follows:
 1. \$76,000 to be tendered 15 days after the expiration of all rescission periods; and
 2. \$106,876 to be tendered after January 1, 2018 but no later than January 30, 2018.
 - b. Twelve months of paid COBRA benefits for medical and dental insurance plans in effect on the date of separation at the level of coverage then in effect. If Employee obtains subsequent employment with health and dental insurance and opts to end COBRA continuation, Employee will provide written notice as provided in Paragraph B(7)(b), and the City will pay the equivalent of any remaining months of COBRA premiums to Employee within 30 days of receiving any such notice.

2. In consideration for the payment provided to Employee in paragraph B(1)(a) and for payment of twelve months of COBRA benefits provided in paragraph B(1)(b), which the Employee deems to be fair and reasonable, the Employee agrees to separate her employment from the City effective July 21, 2017, and further agrees to the following Full Release Of All Claims:

Full Release Of All Claims

This Full Release Of All Claims is intended by Employee to be a complete settlement and full release of all claims whereby Employee extinguishes all My Claims against the City of Minneapolis as hereinafter enumerated. Employee shall give up, waive, and absolutely and unconditionally release the City from all My Claims against it. Employee will not commence any lawsuits, bring any claims, file any charges, complaints or notices, or cause to be filed any charges, complaints or notices, or make any other demands against the City based on My Claims. The money and other consideration Employee will receive are full and fair payment for the release of all My Claims. Employee agrees that the City does not owe Employee anything in addition to what Employee will receive as agreed to in this release.

DEFINITIONS.

- a. I, me, my, Employee, and their include both me and anyone who has or obtains any legal rights or claims through me. These terms include all heirs and assigns.
- b. The City, as used herein, and except as defined and used in paragraph 3, below, shall at all times mean City of Minneapolis, its successors and assigns, and each of its past, present, and future Mayors, City Council Members, its Department Heads, attorneys, agents, representatives, employees, predecessors and successors in interest and assigns of any of them, whether in their individual or official capacities.
- c. My Claims means all of the rights, causes of actions and claims I now have to any relief of any kind from the City, whether or not I now know about those rights, arising out of my employment with the City and separation from employment. The rights, causes of actions and claims include but are not limited to violation of the federal or state Constitutions and any other federal, state or local laws including civil rights laws or any other laws involving protected class status; violation of Title VII; violation of § 1983; violation of the Age Discrimination in Employment Act; violation of the Older Workers Benefit Protection Act; violation of The Americans

with Disabilities Act; violation of the Family Medical and Leave Act; violation of the Fair Labor Standards Act; violation of the Minnesota Human Rights Act, violation of the Minnesota Veterans Preference Act, violation of Minn. Stat. § 181. et seq.; violation of Minn. Stat. § 176.82 (obstructing employee seeking benefits); violation of any Whistle Blowers' Statute and/or my conduct as a "whistle blower"; or any other rights, causes of actions and claims I may have pursuant to Minneapolis Code of Ordinances including Severance Pay under M.C.O. § 20.456, any Minneapolis Civil Service Commission Rule, Labor Agreement or Special Law to return to any classified position upon the separation from my appointed position including "bumping" rights; violation of any Minneapolis Civil Service Commission Rule; breach of contract; fraud or misrepresentation; defamation; intentional or negligent infliction of emotional distress; breach of the covenant of good faith and fair dealing; promissory estoppel; negligence or any other breach of duty; wrongful termination of employment; retaliation; harassment; attorneys' fees; breach of public policy; failure to pay wages or benefits; any other claims for unlawful employment practices whether legal or equitable; any claims I could bring in any forum or court or pursuant to any grievance procedure; and any and all other claims or causes of actions that I may have against the City of Minneapolis.

However, this Release shall not affect any claims that could be made under the Minnesota's Worker's Compensation Act, Minn. Stat. § 176, or any welfare benefit plan or any pension or retirement plan through the City.

Furthermore, this Release shall not affect any rights employee may have to defense and indemnification pursuant to state statute, city policy or any applicable insurance policy relating to third-party claims against Employee.

Nothing in this Agreement, including, but not limited to, this paragraph, shall be construed to prevent Employee from filing a charge or complaint with the Equal Employment Opportunity Commission or a similar state or local agency concerned with employment discrimination and/or from participating in or cooperating with an Equal Employment Opportunity Commission or similar state or local agency investigation or proceeding. However, Employee agrees that this Agreement waives all claims and rights to monetary, equitable, or other recovery for any such legal claims to the fullest extent permitted by law.

3. NON-DISPARAGEMENT.

- a. For purposes of this paragraph, the City shall at all times mean the City of Minneapolis and each of its past, present, and future Mayors, City Council Members, its Department Heads, attorneys, agents, and representatives, whether in their individual or official capacities.
- b. Harteau agrees that she will not disparage the City.
- c. The City agrees that it will not disparage Harteau.
- d. Nothing herein shall prevent either party from testifying truthfully if required by court order or subpoena or providing information as may otherwise be required by law nor prevent Harteau from providing factual information to prospective or future employers or clients.

4. TAXABILITY OF SETTLEMENT.

- a. Of the sums set out in Paragraph B herein, the sum of \$132,876, set out in Paragraph B(1)(a) and attributable to employment contract claims, will be subject to withholding of state and federal taxes and any Social Security and Medicare contributions, if appropriate; the balance of \$50,000, attributable to non-wage claims, and any payment in lieu of COBRA continuation (if Employee obtains health and dental insurance through subsequent employment) set out in Paragraph B(1)(b) herein will be reported on a Misc. Form 1099 (Box 3) with no withholding, provided the employee agrees to provide the City with:
 - i. A completed Form W-9, Request for Taxpayer Identification Number and Certification; and,
 - ii. A completed CMS Model Form 'NGHP' -Non-Group Health Plans Only.
- b. The City makes no representation as to the taxability of the amounts paid to Employee and reported on Misc. Form 1099. The Employee agrees to pay all federal or state taxes, if any, which are required by law to be paid by Employee with respect to payments reported on Misc. Form 1099. Moreover, Employee agrees to indemnify the City and hold it harmless from any interest, taxes or penalties assessed against it by any governmental agency as a result of the non-payment of taxes of any payment reported on Misc. Form 1099.

5. NO ADMISSION OF LIABILITY. Employee understands that this release is in settlement of any and all claims Employee may now have against the City, and that the City does not in any manner admit to any wrongdoing or to the validity of any of My Claims and expressly denies each of them. Similarly, Employee does not admit any wrongdoing.
6. 21 DAYS TO CONSIDER ADEA RELEASES. Employee was given twenty-one (21) days, under the Age Discrimination in Employment Act, within which to consider this Release. It was proposed to Employee on August 29, 2017, together with written advice to consult an attorney prior to signing it. Employee was given until September 20, 2017, (21 days from date Agreement was proposed), within which to consider it. Employee was given the opportunity to consult with an attorney and has given the agreement full consideration.
7. 7 DAYS TO RESCIND RELEASE OF ADEA CLAIMS. Employee understands that she may rescind (that is, cancel) this Release, under the Age Discrimination in Employment Act, within seven (7) calendar days of signing it. To be effective, Employee's rescission must be in writing and delivered to the City in care of Susan Segal, Minneapolis City Attorney, 350 South 5th Street - City Hall, Room 210, Minneapolis, Minnesota 55415, either by hand or by mail within the relevant rescission period. If sent by mail, the rescission must be:
 - a. Postmarked within the 7-day period;
 - b. Properly addressed to Susan Segal, Minneapolis City Attorney, 350 South 5th Street - City Hall, Room 210, Minneapolis, Minnesota 55415;
 - c. Sent by certified mail, return receipt requested.
8. 15 DAYS TO RESCIND RELEASE OF MHRA CLAIMS. Employee understands that she may rescind (that is, cancel) this Release, under the Minnesota Human Rights Act, within fifteen (15) calendar days of signing it. To be effective, Employee's rescission must be in writing and delivered to the City in care of Susan Segal, Minneapolis City Attorney, 350 South 5th Street - City Hall, Room 210, Minneapolis, Minnesota 55415, either by hand or by mail within the relevant rescission period. If sent by mail, the rescission must be:
 - a. Postmarked within the 15-day period;

- b. Properly addressed to Susan Segal, City Attorney, 350 South 5th Street - City Hall, Room 210, Minneapolis, Minnesota 55415;
 - c. Sent by certified mail, return receipt requested.
9. COMPLETE UNDERSTANDING. Employee acknowledges that she has carefully read this Full Release Of All Claims in its entirety and understands all its terms. Employee has had an opportunity to fully discuss this Full Release Of All Claims with an attorney of her own choosing and understands the consequences explained to her by her attorney. Employee has fully negotiated this Full Release Of All Claims with the City. In agreeing to sign this Full Release Of All Claims, Employee has not relied on any statements or explanations made by the City, its representatives or attorneys.
10. COMPLETE AND BINDING AGREEMENT. Employee understands and agrees that this Full Release Of All Claims contains the entire agreement between the Employee and the City and that there are no other written or oral agreements of any nature.

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IN WITNESS WHEREOF, the parties have duly executed this agreement by their signatures on the dates set forth below.

Janeé L. Harteau

Dated: _____

Subscribed and sworn to before
me this ___ day of _____.

Notary Public

AND

City of Minneapolis

By: _____
Betsy Hodges, Mayor, and
Chair, Executive Committee

Dated: _____

Subscribed and sworn to before
me this ___ day of _____.

Notary Public

cc: Central Payroll (Lisa Brown)
Mike Bloom, Assistant City Attorney