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CITY REACHES SETTLEMENT WITH POLICE CHIEF AND DEPUTY CHIEF

Dec. 21, 2015—The Beloit City Council voted to accept recommended settlement agreements for Chief Norm Jacobs and Deputy Chief Tom Dunkin resulting in their retirement. Following an eight-month inquiry and independent investigation, back on October 13, 2015, City Manager Lori S. Curtis Luther filed charges with the Police and Fire Commission (PFC) against Jacobs and Dunkin and recommended termination for both. Jacobs and Dunkin were placed on paid administrative leave, pending an independent investigation, on June 16, 2015.

The City made repeated efforts to pursue a negotiated settlement both prior to and following charges being filed. Tonight, the City Council voted to approve agreements with both Jacobs and Dunkin to accept their irrevocable retirements effective January 31, 2016. In return, the City will withdraw disciplinary charges filed with the PFC.

“Tonight’s action by the City Council closes the chapter on a very difficult time for the City of Beloit,” says Luther.

“These settlement agreements bring a final resolution, mitigating the time, resources and costs necessary to pursue the charges before the Police and Fire Commission and any future litigation. With this finality, we now have the ability to officially move forward and continue on our path of enhancing leadership, strengthening community relations, and transitioning to modern-day policing.”

Summary of the terms of the Jacobs agreement:

- Jacobs will remain on paid administrative leave through January 31, 2016 (the anticipated end of previously scheduled PFC hearings)
- Jacobs will receive six months severance pay equal to \$64,758.05
- The City will allow Jacobs to be paid for vacation leave in the amount of \$28,892.05.
- Jacobs will receive gratuity pay from his sick leave bank amounting to \$14,944.14
- Jacobs will be eligible for retiree health benefits
- Jacobs agrees not to seek employment with the City at any time in the future

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Settlement Reached

Summary of the terms of the Dunkin agreement:

- Dunkin will remain on paid administrative leave through January 31, 2016 (the anticipated end of previously scheduled PFC hearings)
- Dunkin will receive six months severance pay equal to \$56,912.41
- The City will allow Dunkin to be paid for vacation leave in the amount of \$26,266.68
- Dunkin will receive gratuity pay from his sick leave bank amounting to \$13,133.63
- Dunkin will be eligible for retiree health benefits
- Dunkin agrees not to seek employment with the City at any time in the future

By law, there is a seven-day revocation period for both parties, thus the signed agreements will not become effective until December 28, 2015. Assuming neither party revokes the agreement, the charges will be withdrawn from the PFC at that time.

The course of action for seeking a new police chief is in the hands of the PFC and no further comment on the selection process will be made from the City Manager. Please direct all inquiries regarding the selection process to the PFC via the staff liaison, Human Resources Director Marianne Marshall.

Attached are agreements reached with Jacobs and Dunkin.

###

RETIREMENT AGREEMENT AND RELEASE

THIS RETIREMENT AGREEMENT AND RELEASE ("Agreement") is made by and between the **CITY OF БЕЛОIT** ("the City") and **CHIEF NORMAN JACOBS** ("Jacobs").

WHEREAS, Mr. Jacobs is employed by the City as the Chief of Police; and

WHEREAS, Mr. Jacobs wishes to retire from his employment as Chief of Police with the City and the City wishes to accept Mr. Jacobs' retirement, and the parties seek swift, final resolution of this and any and all other pending and/or potential legal matters and/or claims; and

WHEREAS, Mr. Jacobs and the City have agreed to a separation package including a release of all claims.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mr. Jacobs and the City agree as follows:

1. **Retirement.** By signing this Agreement, Mr. Jacobs hereby voluntarily and irrevocably submits his notice of retirement from employment with the City, effective January 31, 2016. By signing this Agreement, the City hereby accepts said notice of retirement. The terms of this voluntary retirement are as follows:

(a) **Effective Date of Retirement.** The effective date of Mr. Jacobs' retirement is January 31, 2016.

(b) **Job Duties Until Retirement Date.** Between the date Mr. Jacobs signs this Agreement and his retirement date, Mr. Jacobs will remain on paid administrative leave.

(c) **Waiver of Notice.** The City agrees to waive any applicable notice requirements related to Mr. Jacobs' retirement.

2. **Severance Payment.** In exchange for the waiver and releases included in this Agreement, the City agrees to provide the following severance benefits to Mr. Jacobs:

(a) **Severance Pay.** The City agrees to provide six (6) months of severance pay in the amount of \$64,758.05, to Mr. Jacobs in a lump sum payment within 30 days of his retirement date. This payment shall be subject to state and federal tax withholding, but is not reportable to WRS as earnings.

(b) **Vacation Carryover.** The City agrees to allow Mr. Jacobs to carryover his accrued, but unused vacation from 2015 and 2016. The value of the accrued and unused vacation is \$28,892.05 and this amount shall be paid to Mr. Jacobs by December 31, 2015. Mr. Jacobs agrees that this payout shall be in lieu of the vacation payout that would normally occur per City policy after the retirement date.

(c) **Benefits.** The City agrees to provide Mr. Jacobs with gratuity pay from his sick leave bank, amounting to \$14,944.17, within 30 days after Mr. Jacobs' retirement and to provide all other benefits for which he is eligible as a result of his retirement, including retiree health insurance benefits as outlined in Section 7.14 Retiree Health Benefits of the Personnel Manual for Non-Represented Employees (the City agrees that, for purposes of qualifying for retiree health insurance benefits under Section 7.14, the retirement is under honorable conditions and that Mr. Jacobs was hired before 1995).

(d) **Satisfaction of Benefits.** Mr. Jacobs acknowledges and agrees that aside from the benefits set forth in this paragraph, there are no other amounts, obligations or additional benefits due Mr. Jacobs by the City.

3. **Compensation Exceeds Retirement Benefit.** The parties agree that the payments being provided to Mr. Jacobs under Paragraph 2 of this Agreement exceed the amount that would normally be received by him upon his retirement from employment with the City.

4. **No Admission of Liability or Wrongdoing.** The parties' participation and execution of this Agreement shall not, in any way, be construed as an admission by the City, including any City employee, officer, insurer, elected official, attorney, representative or agent, that it acted wrongfully, improperly, or unlawfully in its treatment of Mr. Jacobs. The parties are entering into this Agreement as a compromise of disputed claims; neither the execution of this document nor Mr. Jacobs' release of all claims shall constitute an admission of liability by any party for any claim. The parties acknowledge that the City denies any wrongful conduct on the part of itself or any of the City's current or former employees in connection with any of the events concerning Mr. Jacobs' employment with, or separation of employment from, the City. Likewise, the parties' participation and execution of this Agreement shall not, in any way be construed as an admission by Mr. Jacobs that he acted wrongfully, improperly, or unlawfully during the course of his employment by the City. The parties are entering into this Agreement as a compromise of disputed claims; neither the execution of this document nor the City's withdrawal of the disciplinary charges filed by the City Manager with the Beloit Police & Fire Commission shall constitute an admission of wrongdoing or liability by Mr. Jacobs. The parties acknowledge that Mr. Jacobs denies any wrongful conduct on his part.

5. **Unemployment Compensation.** The City and Mr. Jacobs agree that he is not eligible for unemployment compensation benefits as a result of his voluntary retirement from employment. In the event that Mr. Jacobs applies for and receives an initial determination that he is eligible for unemployment compensation benefits, the City reserves the right to challenge such initial determination through the hearing process.

6. **Non-Precedent Setting.** The parties agree this Agreement is the product and result of unique facts and circumstances. This Agreement is non-precedential and shall not bind the City in future matters.

7. **No Re-Employment.** Mr. Jacobs agrees not to seek employment with the City at any time in the future.

8. **Return of Department Property.** Immediately after he signs this Agreement, Mr. Jacobs will return all property of the Police Department over which he has any control or is in his possession, and the City will allow Mr. Jacobs to collect any personal property he has at the Police Department.

9. **Neutral Letter of Reference.** The parties agree the City will state only the dates of employment, the positions held, and that Mr. Jacobs voluntarily retired from employment, in response to a request from a prospective employer for information regarding his employment with the City. Further, at his request, the City will provide Mr. Jacobs with a reference letter including only the information specified above.

10. **Disciplinary Charges.** The City Manager agrees to withdraw the disciplinary charges she filed against Mr. Jacobs with the Police & Fire Commission following the expiration of the revocation period specified in Paragraph 15, below.

11. **Waiver and Release.** Mr. Jacobs, for and in consideration of the terms of this Agreement, does hereby for himself, and for his heirs, personal representatives and assigns, fully and forever release and discharge the City, which includes all departments and agencies, and all of the City's past and present employees, officers, elected officials, agents, representatives, insurers, and attorneys, from any and all claims, demands, damages (including but not limited to compensatory and punitive damages), actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, attorney fees and any other relief, on account of, or in any way growing out of any events relating to Mr. Jacobs' employment and/or separation from employment with the City. This waiver and release covers elected officials in both their official and personal capacities. The City, for an in consideration of the terms of this Agreement, does hereby fully and forever release and discharge Mr. Jacobs, from any and all claims, demands, damages, including but not limited to compensatory and punitive damages, actions, rights of action, both known and unknown, costs, expenses, attorney fees and any other relief, on account of, or in any way growing out of any allegations or potential allegations relating to Mr. Jacobs' employment and/or separation from employment with the City.

This release includes (but is not limited to) any rights or claims that Mr. Jacobs may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefit Protection Act, which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, which prohibits discrimination in employment based on race, color, national origin, religion or sex, and its state counterpart, the Wisconsin Fair Employment Act; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Genetic Information Nondiscrimination Act, which prohibits discrimination in employment based on genetic disposition; the Equal Pay Act, as amended by the Lily Ledbetter Act, which prohibits paying men and women unequal pay for equal work; the Federal Family and Medical Leave Act, which protects employees taking approved leaves, and its state counterpart, the Wisconsin Family and Medical Leave Act; the Fair Labor Standards Act, which regulates wages, hours of work and overtime; Section 62.13 of the Wisconsin Statutes, which regulates discipline of police officers; or any other federal, state or local laws or regulations prohibiting employment discrimination. This includes a waiver and release of claims under the U.S. Constitution or Wisconsin Constitution. This also includes a waiver and release of any claims for wrongful discharge, breach of contract, misrepresentation, defamation, interference with contract or

intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction. This release includes both claims that Mr. Jacobs knows about and those which Mr. Jacobs may not know about. Further, this release does not waive or release any right or claim that Mr. Jacobs may have under the Age Discrimination in Employment Act which arises after the effective date of this Agreement.

12. **ADEA Waiver.** Mr. Jacobs, without limiting the foregoing release, specifically agrees and represents that he is waiving and releasing all claims arising under the Age Discrimination in Employment Act of 1967, that in exchange for the waiver and release of those claims, Mr. Jacobs is receiving consideration in addition to anything of value to which he is already entitled, that Mr. Jacobs is not waiving any claims or rights that may arise after the effective date of this Agreement, and that Mr. Jacobs has been advised to consult with an attorney of his choice prior to executing this Agreement regarding the content of the Agreement and the legal rights waived hereunder.

13. **Full and Final Compromise.** Mr. Jacobs further agrees that the consideration paid hereunder is in full and final compromise of all claims known or unknown that Mr. Jacobs may have against the City as of the effective date of this Agreement. Mr. Jacobs agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on his behalf, against the City related to any events concerning Mr. Jacobs' employment or separation from employment with the City.

The parties agree further that this Agreement resolves all matters between them. Mr. Jacobs agrees that he is signing this Agreement knowingly, voluntarily and that he understands all of the terms and the significance of this Agreement. Mr. Jacobs represents and agrees that he has not been coerced, threatened or intimidated into signing this Agreement, that no representations or promises were made to him to induce him into signing this Agreement, other than as expressly set forth herein, and that he has had reasonable and sufficient time to consider this Agreement.

14. **Consideration Period.** Mr. Jacobs will have twenty-one (21) calendar days from the date on which Mr. Jacobs receives this Agreement to consider its terms and decide whether to sign it. This period is designed to allow Mr. Jacobs time to consult with an attorney, or anyone else whose advice he may need or want. The execution of this Agreement prior to the expiration to the twenty-one (21) calendar day period does not negate the fact that Mr. Jacobs had the full twenty-one (21) calendar day period for consideration of this Agreement.

15. **Revocation Period.** After signing this Agreement, Mr. Jacobs will have seven (7) calendar days to revoke it. Any revocation should be in writing and delivered to Lori S. Curtis Luther, City Manager, City of Beloit, 100 State Street, Beloit, WI 53511, by no later than the end of the seventh (7th) calendar day of the revocation period. Mr. Jacobs understands and agrees that, should he exercise this right of revocation, Mr. Jacobs will not be entitled to any payment or consideration under this Agreement. Mr. Jacobs further understands and agrees that none of the obligations of the City, as set forth in this Agreement, shall be in effect until the expiration of the revocation period.

16. **Non-Interference Clause.** Notwithstanding the above, nothing in this Agreement shall interfere with Mr. Jacobs' right to file a charge and/or cooperate or participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, the Wisconsin Equal Rights Division, or any other federal or state regulatory or law enforcement agency. However, the consideration provided to Mr. Jacobs in this Agreement shall be the sole relief provided to Mr. Jacobs for the claims that are released by Mr. Jacobs herein, and Mr. Jacobs will not be entitled to recover and agrees to waive any monetary benefits or recovery against the City in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

17. **Indemnification.** The City agrees to indemnify/hold harmless Mr. Jacobs in the event of a claim against him arising out of or from any actions he took on behalf of the City or within his scope of his employment with the City.

18. **Governing Law.** The parties agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

19. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and, if the rights or obligations of any party under this Agreement will not be materially and adversely affected then: (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, and (d) in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

20. **No Waiver.** The parties agree that this Agreement shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, unless the parties agree in writing.

21. **Choice of Law and Entire Agreement.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any conflicts of law provisions. This Agreement represents the full and final agreement between Mr. Jacobs and the City, superseding any oral, written or other agreement between the parties concerning Mr. Jacobs' employment with the City and separation therefrom. The parties also agree that any action or suit brought by any party to enforce or adjudicate the rights of the parties to and under this Agreement shall be brought in the Circuit Court for Rock County, Wisconsin, this Court being the sole, exclusive, and mandatory venue and jurisdiction for any disputes between the parties arising from or relating to this Agreement. If any action is filed, by any party, relating to a breach of this Agreement and/or enforcement of this Agreement, Mr. Jacobs expressly agrees and consents to jurisdiction in the Circuit Court for Rock County, Wisconsin and waives any claim that the Circuit Court for Rock County, Wisconsin is an inconvenient forum.

22. **Mutual Understanding.** The City and Mr. Jacobs hereby acknowledge that each of them:

- a. Has been advised to consult with an attorney prior to executing this Agreement;
- b. Has read this Agreement in its entirety;
- c. Is entering into this Agreement knowingly and voluntarily; and
- d. Understands that execution of this Agreement shall not be construed as a waiver of any rights or claims that may arise after the date of his execution of this Agreement, including without limitation any rights or claims that either party may have to secure enforcement of the terms and conditions of this Agreement.

IN WITNESS THEREFORE, the undersigned further state that they have carefully read the foregoing Retirement Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

RETIREMENT AGREEMENT AND RELEASE

THIS RETIREMENT AGREEMENT AND RELEASE ("Agreement") is made by and between the **CITY OF БЕЛОIT** ("the City") and **DEPUTY CHIEF TOM DUNKIN** ("Dunkin").

WHEREAS, Mr. Dunkin is employed by the City as the Deputy Chief of Police; and

WHEREAS, Mr. Dunkin wishes to retire from his employment as Deputy Chief of Police with the City and the City wishes to accept Mr. Dunkin's retirement, and the parties seek swift, final resolution of this and any and all other pending and/or potential legal matters and/or claims; and

WHEREAS, Mr. Dunkin and the City have agreed to a separation package including a release of all claims.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mr. Dunkin and the City agree as follows:

1. **Retirement.** By signing this Agreement, Mr. Dunkin hereby voluntarily and irrevocably submits his notice of retirement from employment with the City, effective January 31, 2016. By signing this Agreement, the City hereby accepts said notice of retirement. The terms of this voluntary retirement are as follows:

(a) **Effective Date of Retirement.** The effective date of Mr. Dunkin's retirement is January 31, 2016.

(b) **Job Duties Until Retirement Date.** Between the date Mr. Dunkin signs this Agreement and his retirement date, Mr. Dunkin will remain on paid administrative leave.

(c) **Waiver of Notice.** The City agrees to waive any applicable notice requirements related to Mr. Dunkin's retirement.

2. **Severance Payment.** In exchange for the waiver and releases included in this Agreement, the City agrees to provide the following severance benefits to Mr. Dunkin:

(a) **Severance Pay.** The City agrees to provide six (6) months of severance pay to Mr. Dunkin. This payment shall be subject to state and federal tax withholding, but is not reportable to WRS as earnings.

(b) **Vacation Carryover.** The City agrees to allow Mr. Dunkin to carryover the maximum amount of vacation from 2015 and 2016.

(c) **Benefits.** The City agrees to provide Mr. Dunkin with gratuity pay from his sick leave bank and all other benefits for which he is eligible as a result of his retirement, including retiree health insurance benefits as outlined in Section 7.14 Retiree Health Benefits of the Personnel

Manual for Non-Represented Employees (the City agrees that, for purposes of qualifying for retiree health insurance benefits under Section 7.14, the retirement is under honorable conditions and that Mr. Dunkin was hired before 1995).

(d) **Method and Timing of Payments.** The parties understand and agree that the total approximate value of the salary and benefits set forth in this Paragraph 2 is \$109,446.35 (broken down as \$56,912.41 in severance pay, \$26,266.68 in vacation payout, \$13,133.63 in sick leave gratuity pay, and \$13,133.63 in continued salary through the retirement date). This amount shall be paid to Mr. Dunkin as follows: \$26,266.68 paid by December 31, 2015; \$56,912 paid within 30 days of Mr. Dunkin's retirement date of January 31, 2016; \$13,133.63 as continuation of salary through Mr. Dunkin's retirement date of January 31, 2016; and \$13,133.63 in a lump sum payment to Mr. Dunkin no later than 30 days from the retirement date of January 31, 2016.

(e) **Satisfaction of Benefits.** Mr. Dunkin acknowledges and agrees that aside from the benefits set forth in this paragraph, there are no other amounts, obligations or additional benefits due Mr. Dunkin by the City.

3. **Compensation Exceeds Retirement Benefit.** The parties agree that the payments being provided to Mr. Dunkin under Paragraph 2 of this Agreement exceed the amount that would normally be received by him upon his retirement from employment with the City.

4. **No Admission of Liability or Wrongdoing.** The parties' participation and execution of this Agreement shall not, in any way, be construed as an admission by the City, including any City employee, officer, insurer, elected official, attorney, representative or agent, that it acted wrongfully, improperly, or unlawfully in its treatment of Mr. Dunkin. The parties are entering into this Agreement as a compromise of disputed claims; neither the execution of this document nor Mr. Dunkin's release of all claims shall constitute an admission of liability by any party for any claim. The parties acknowledge that the City denies any wrongful conduct on the part of itself or any of the City's current or former employees in connection with any of the events concerning Mr. Dunkin's employment with, or separation from employment from, the City. Likewise, the parties' participation and execution of this Agreement shall not, in any way be construed as an admission by Mr. Dunkin that he acted wrongfully, improperly, or unlawfully during the course of his employment by the City. The parties are entering into this Agreement as a compromise of disputed claims; neither the execution of this document nor the City's withdrawal of the disciplinary charges filed by the City Manager with the Beloit Police & Fire Commission shall constitute an admission of wrongdoing or liability by Mr. Dunkin. The parties acknowledge that Mr. Dunkin denies any wrongful conduct on his part.

5. **Unemployment Compensation.** The City and Mr. Dunkin agree that he is not eligible for unemployment compensation benefits as a result of his voluntary retirement from employment. In the event that Mr. Dunkin applies for and receives an initial determination that he is eligible for unemployment compensation benefits, the City reserves the right to challenge such initial determination through the hearing process.

6. **Non-Precedent Setting.** The parties agree this Agreement is the product and result of unique facts and circumstances. This Agreement is non-precedential and shall not bind the City in future matters.

7. **No Re-Employment.** Mr. Dunkin agrees not to seek employment with the City at any time in the future.

8. **Return of Department Property.** Immediately after he signs this Agreement, Mr. Dunkin will return all property of the Police Department over which he has any control or is in his possession, and the City will allow Mr. Dunkin to collect any personal property he has at the Police Department.

9. **Neutral Letter of Reference.** The parties agree the City will state only the dates of employment, the positions held, and that Mr. Dunkin voluntarily retired from employment, in response to a request from a prospective employer for information regarding his employment with the City. Further, at his request, the City will provide Mr. Dunkin with a reference letter including only the information specified above.

10. **Disciplinary Charges.** The City Manager agrees to withdraw the disciplinary charges she filed against Mr. Dunkin with the Police & Fire Commission following the expiration of the revocation period specified in Paragraph 15, below.

11. **Waiver and Release.** Mr. Dunkin, for and in consideration of the terms of this Agreement, does hereby for himself, and for his heirs, personal representatives and assigns, fully and forever release and discharge the City, which includes all departments and agencies, and all of the City's past and present employees, officers, elected officials, agents, representatives, insurers, and attorneys, from any and all claims, demands, damages (including but not limited to compensatory and punitive damages), actions, rights of action, both known and unknown, costs, loss of wages, expenses, compensation, attorney fees and any other relief, on account of, or in any way growing out of any events relating to Mr. Dunkin's employment and/or separation from employment with the City. This waiver and release covers elected officials in both their official and personal capacities. The City, for and in consideration of the terms of this Agreement, does hereby fully and forever release and discharge Mr. Dunkin, from any and all claims, demands, damages (including but not limited to compensatory and punitive damages, actions, rights of action, both known and unknown, costs, expenses, attorney fees and any other relief, on account of, or in any way growing out of any allegations or potential allegations relating to Mr. Dunkin's employment and/or separation from employment with the City.

This release includes (but is not limited to) any rights or claims that Mr. Dunkin may have under the Age Discrimination in Employment Act of 1967, as amended by the Older Worker Benefit Protection Act, which prohibits age discrimination in employment; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991, which prohibits discrimination in employment based on race, color, national origin, religion or sex, and its state counterpart, the Wisconsin Fair Employment Act; the Americans with Disabilities Act, which prohibits discrimination in employment based on disability; the Genetic Information Nondiscrimination Act, which prohibits

discrimination in employment based on genetic disposition; the Equal Pay Act, as amended by the Lily Ledbetter Act, which prohibits paying men and women unequal pay for equal work; the Federal Family and Medical Leave Act, which protects employees taking approved leaves, and its state counterpart, the Wisconsin Family and Medical Leave Act; the Fair Labor Standards Act, which regulates wages, hours of work and overtime; Section 62.13 of the Wisconsin Statutes, which regulates discipline of police officers; or any other federal, state or local laws or regulations prohibiting employment discrimination. This includes a waiver and release of claims under the U.S Constitution or Wisconsin Constitution. This also includes a waiver and release of any claims for wrongful discharge, breach of contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence claim or contract claim of any sort under the common law of any state or other jurisdiction. This release includes both claims that Mr. Dunkin knows about and those which Mr. Dunkin may not know about. Further, this release does not waive or release any right or claim that Mr. Dunkin may have under the Age Discrimination in Employment Act which arises after the effective date of this Agreement.

12. **ADEA Waiver.** Mr. Dunkin, without limiting the foregoing release, specifically agrees and represents that he is waiving and releasing all claims arising under the Age Discrimination in Employment Act of 1967, that in exchange for the waiver and release of those claims, Mr. Dunkin is receiving consideration in addition to anything of value to which he is already entitled, that Mr. Dunkin is not waiving any claims or rights that may arise after the effective date of this Agreement, and that Mr. Dunkin has been advised to consult with an attorney of his choice prior to executing this Agreement regarding the content of the Agreement and the legal rights waived hereunder.

13. **Full and Final Compromise.** Mr. Dunkin further agrees that the consideration paid hereunder is in full and final compromise of all claims known or unknown that Mr. Dunkin may have against the City as of the effective date of this Agreement. Mr. Dunkin agrees not to file suit, or initiate a proceeding, claim or charge or cause any other suit, proceeding, claim or charge to be filed by any other person or entity on his behalf, against the City related to any events concerning Mr. Dunkin's employment or separation from employment with the City.

The parties agree further that this Agreement resolves all matters between them. Mr. Dunkin agrees that he is signing this Agreement knowingly, voluntarily and that he understands all of the terms and the significance of this Agreement. Mr. Dunkin represents and agrees that he has not been coerced, threatened or intimidated into signing this Agreement, that no representations or promises were made to him to induce him into signing this Agreement, other than as expressly set forth herein, and that he has had reasonable and sufficient time to consider this Agreement.

14. **Consideration Period.** Mr. Dunkin will have twenty-one (21) calendar days from the date on which Mr. Dunkin receives this Agreement to consider its terms and decide whether to sign it. This period is designed to allow Mr. Dunkin time to consult with an attorney, or anyone else whose advice he may need or want. The execution of this Agreement prior to the expiration to the twenty-one (21) calendar day period does not negate the fact that Mr. Dunkin had the full twenty-one (21) calendar day period for consideration of this Agreement.

15. **Revocation Period.** After signing this Agreement, Mr. Dunkin will have seven (7) calendar days to revoke it. Any revocation should be in writing and delivered to Lori S. Curtis Luther, City Manager, City of Beloit, 100 State Street, Beloit, WI 53511, by no later than the end of the seventh (7th) calendar day of the revocation period. Mr. Dunkin understands and agrees that, should he exercise this right of revocation, Mr. Dunkin will not be entitled to any payment or consideration under this Agreement. Mr. Dunkin further understands and agrees that none of the obligations of the City, as set forth in this Agreement, shall be in effect until the expiration of the revocation period.

16. **Non-Interference Clause.** Notwithstanding the above, nothing in this Agreement shall interfere with Mr. Dunkin's right to file a charge and/or cooperate or participate in an investigation or proceeding conducted by the United States Equal Employment Opportunity Commission, the Wisconsin Equal Rights Division, or any other federal or state regulatory or law enforcement agency. However, the consideration provided to Mr. Dunkin in this Agreement shall be the sole relief provided to Mr. Dunkin for the claims that are released by Mr. Dunkin herein, and Mr. Dunkin will not be entitled to recover and agrees to waive any monetary benefits or recovery against the City in connection with any such claim, charge or proceeding without regard to who has brought such complaint or charge.

17. **Indemnification.** The City agrees to indemnify/hold harmless Mr. Dunkin in the event of a claim against him arising out of or from any actions he took on behalf of the City or within his scope of his employment with the City.

18. **Governing Law.** The parties agree that the construction and interpretation of this Agreement shall be governed by the laws of the State of Wisconsin.

19. **Severability.** If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law and, if the rights or obligations of any party under this Agreement will not be materially and adversely affected then: (a) such provision will be fully severable, (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement, and (d) in lieu of the illegal, invalid, or unenforceable provision, there will be added automatically as a part of this Agreement, a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

20. **No Waiver.** The parties agree that this Agreement shall not be deemed or construed to have been modified, amended, rescinded, canceled or waived in whole or in part, unless the parties agree in writing.

21. **Choice of Law and Entire Agreement.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any conflicts of law provisions. This Agreement represents the full and final agreement

between Mr. Dunkin and the City, superseding any oral, written or other agreement between the parties concerning Mr. Dunkin employment with the City and separation therefrom. The parties also agree that any action or suit brought by any party to enforce or adjudicate the rights of the parties to and under this Agreement shall be brought in the Circuit Court for Rock County, Wisconsin, this Court being the sole, exclusive, and mandatory venue and jurisdiction for any disputes between the parties arising from or relating to this Agreement. If any action is filed, by any party, relating to a breach of this Agreement and/or enforcement of this Agreement, Mr. Dunkin expressly agrees and consents to jurisdiction in the Circuit Court for Rock County, Wisconsin and waives any claim that the Circuit Court for Rock County, Wisconsin is an inconvenient forum.

22. **Mutual Understanding**. The City and Mr. Dunkin hereby acknowledge that each of them:

- a. Has been advised to consult with an attorney prior to executing this Agreement;
- b. Has read this Agreement in its entirety;
- c. Is entering into this Agreement knowingly and voluntarily; and
- d. Understands that execution of this Agreement shall not be construed as a waiver of any rights or claims that may arise after the date of his execution of this Agreement, including without limitation any rights or claims that either party may have to secure enforcement of the terms and conditions of this Agreement.

IN WITNESS THEREFORE, the undersigned further state that they have carefully read the foregoing Retirement Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.
