

## CONFIDENTIAL SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (hereinafter "Agreement") is entered into by and between Jeronimo Yanez (hereinafter "you") and the City of St. Anthony, Minnesota (hereinafter "the City"), its predecessors, successors, and assigns (collectively "the parties").

**WHEREAS**, the City and you agree that the public will be best served if you are no longer a police officer in the City; and

**WHEREAS**, you agree to separate from your employment effective as of the close of business on June 30, 2017; and

**WHEREAS**, the City wishes to provide you with the termination benefits described in paragraph 2 below and consistent with that certain Collective Bargaining Agreement between the City and Law Enforcement Labor Services, Inc., effective January 1, 2017 through December 31, 2018 (the "CBA"); and

**WHEREAS**, you and the City want to fully and finally settle all issues, differences, and claims, whether potential or actual, between you and the City, including, but not limited to, any claims that might arise out of your employment with the City or the cessation of your employment with the City;

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

1. Separation from Employment. Effective on the close of business on June 30, 2017 (your "date of separation") your employment with the City terminates pursuant to your separation. Except as provided in this Agreement, all benefits and privileges of employment end as of your date of separation unless those benefits are provided under the CBA and are not contingent on your continued employment by the City.

2. Separation Benefits. As consideration for your promises and obligations under this Agreement, and subject to the terms and conditions of this Agreement, including the release of claims set forth below, the City agrees to provide you with the following compensation and benefits:

- a. The City will pay you \$48,500.00, less applicable deductions and withholdings for state and federal taxes;
- b. The City will pay you one hundred percent (100%) of your accrued and unused personal leave pay, up to a maximum of 600 hours, consistent with Section 7 of the CBA; and

The amount set forth in paragraph 2(a) above will be paid to you in one lump sum, less applicable deductions and withholdings for state and federal taxes, within twenty (20) days of the date on which the City receives this Agreement signed by you, *provided that* you do not rescind

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this Agreement. You agree and acknowledge that you are not entitled to the termination benefits provided to you in this Agreement if you do not sign this Agreement.

3. Return of the City Property. You acknowledge that, on or before the date you sign this Agreement, you have returned all City property in your possession, including, but not limited to, all files, memoranda, documents, records, copies of the foregoing, computers, mobile telephones, other electronic devices, keys or access cards, and any other property owned by the City in your possession. You also acknowledge that, on or before the date you sign this Agreement, you have provided the City with any and all codes and/or passwords you used to access the City's computer system and/or password or otherwise protected documents contained on and/or saved in the City's computer system, to the extent any exist.

4. Confidentiality. You agree that the existence and terms and conditions of this Agreement shall remain confidential and that you will not disclose any information concerning the provisions of this Agreement to any person or entity, including, but not limited to, any present or former employee of the City. These confidentiality provisions are subject to the following exceptions: you may disclose the provisions of this Agreement to your attorneys, accountants, tax and financial advisors, and immediate family, or in the course of legal proceedings involving the City, or in response to a subpoena, court order, or inquiry by a government agency. You further agree, if any information concerning the provisions of this Agreement is revealed as permitted by this paragraph, you shall inform the recipient of the information that it is confidential, and the recipient shall agree to keep the information confidential.

5. Settlement and Release. By this agreement, you intend to settle any and all claims that you have or may have against the City, its predecessors, successors, and assigns, as a result of any act, occurrence, or omission occurring up to and including the date you sign this Agreement. For the consideration expressed herein, you, on behalf of your heirs, successors, and assigns, hereby release, acquit, satisfy, and forever discharge the City, its predecessors, successors, and assigns, and its officers, directors, agents, servants, employees, and insurers (collectively the "Released Parties") from all liability for damages and from all claims arising from or related to any matter or fact arising up to and including the date you sign this Agreement, including, but not limited to, any matter or fact arising out of the events giving rise to this Agreement. This release covers both claims that you know about and those you may not know about, and is binding on your heirs, successors, and assigns. You also represent that you have not pledged, given, or sold any portion of any claim discussed in this Agreement to anyone else. You agree and understand that your release of claims in this Agreement includes, but is not limited to, any claims and rights you may have under: Title VII of the Federal Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, et seq.; the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, et seq.; the Older Workers Benefit Protection Act; the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq.; the Equal Pay Act; the Employee Retirement Income Security Act; the Family and Medical Leave Act; the Worker Adjustment and Retraining Notification Act of 1988; the Minnesota Public Employment Labor Relations Act, Minn. Stat. §179A.01 et. seq.; the Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq.; Minn. Stat. §§ 181, et seq.; the Minnesota Veterans Preference Act, Minn. Stat. §§ 197.46 and 197.481; and any other federal,

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state, or local law, rule, ordinance, regulation, or Executive Order prohibiting employment discrimination, wrongful termination of employment, or otherwise relating to employment.

You also agree and understand that your release of claims in this Agreement includes, but is not limited to, any claims based upon, among other things, common law and tort theories of recovery, including, but not limited to those in contract, quasi contract, wrongful discharge, tortious interference with contractual relations, claims for unpaid compensation, promissory estoppel, detrimental reliance, breach of the implied covenant of good faith and fair dealing, breach of express or implied promise, breach of manuals or other policies, breach of fiduciary duty, assault, battery, fraud, false imprisonment, invasion of privacy, intentional or negligent misrepresentation, defamation, including libel, slander, discharge defamation and self-publication defamation, discharge in violation of public policy, whistleblower, intentional or negligent infliction of emotional distress, claims for attorneys' fees or punitive damages, or any other theory, whether legal or equitable.

Nothing in this Agreement, including, but not limited to, this paragraph, shall be construed to prevent you from filing a charge or complaint, including a challenge to the validity of this Agreement, 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, you agree and understand 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.

Nothing contained herein shall be deemed to waive or limit your right to assert claims for Workers Compensation benefits under Minn. Stat. Ch. 176; Public Employees Retirement Association benefits under Minn. Stat. Ch. 353; indemnification under Minn. Stat. 466.07; and/or Continued Health Insurance Coverage under Minn. Stat. Sec. 299A.465, or otherwise.

Additionally, nothing in this Agreement purports to release or waive claims that may not be released or waived as a matter of law; claims based on events, occurrences, or omissions that occur after the date of the Agreement; or claims related to any already vested benefits under the terms of any benefit plans under the CBA or that you are otherwise entitled to as a matter of law.

6. Time to Accept. You are hereby informed that the terms of this Agreement shall be open for ten (10) days during which time you may consult with an attorney and consider whether to accept this Agreement. Modifications to this Agreement, whether material or immaterial, will not restart the running of this acceptance period. You are hereby advised to consult with an attorney prior to signing this Agreement. To receive the termination benefits described above, you must sign this Agreement and return the signed original to: Mark Casey, City Manager, 3301 Silver Lake Road, St. Anthony, MN 55418.

7. Right to Rescind. You are hereby informed of your right to rescind your release of claims, insofar as it extends to potential claims under the Minnesota Human Rights Act, by delivering a written rescission to the City within fifteen (15) calendar days after your signing of this Agreement. You understand that any such rescission must be made in writing and delivered

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by hand or by certified mail, return receipt requested, postmarked on or before the last day within the applicable revocation or rescission period to: Mark Casey, City Manager, 3301 Silver Lake Road, St. Anthony, MN 55418.

If you exercise your right to rescind this Agreement, the City may, at its option, either nullify this Agreement in its entirety, or keep it in effect in all respects other than as to that portion of your release of claims that you have revoked or rescinded. You agree and understand that if the City chooses to nullify the Agreement in its entirety, the City will have no obligations under this Agreement to you or to others whose rights derive from you.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to your employment and separation from employment. No promises or oral or written statements have been made to you other than those in this Agreement. No modification, amendment, or change of any kind to this Agreement shall be effective unless it is in writing and signed by both parties.

9. Governing Law. The laws of the State of Minnesota will govern the validity, construction, and performance of this Agreement, without regard to the conflict of law provisions of any other jurisdictions. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.

10. No Admission. Nothing in this Agreement is intended to be, and nothing will be deemed to be, an admission of liability by the City or you that either party has violated any state or federal statute, local ordinance or principle of common law, or that either party has engaged in any wrongdoing.

11. Waiver. The waiver by either party of a breach by the other party of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

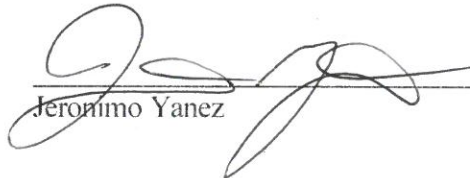
*[signature page follows]*

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

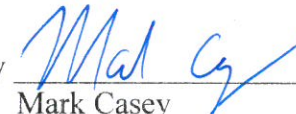
**I acknowledge and agree that I have read this Agreement in its entirety and that I agree to the conditions and obligations set forth herein. Further, I agree that I have had an adequate and reasonable time to consider the terms of this Agreement and that I am voluntarily entering into this Agreement with a full understanding of its meaning and effect. I understand that I am hereby advised to consult with an attorney before signing this Agreement.**

Dated: 7/10/17

  
Jeronimo Yanez

Dated: 7-10-17

The City of St. Anthony, Minnesota

By   
Mark Casey  
Its City Manager

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