

SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (“Agreement”) is entered into as of the date of the last signature hereto by and between William Rawlings (“Rawlings”), on the one hand, and the City of Artesia (“City”), on the other.

RECITALS

A. Rawlings has been employed with City in the at-will position of City Manager. City has made the decision to exercise its right under the Employment Agreement between City and Rawlings dated November 25, 2013, Amendment No. 1 to Employment Agreement dated November 25, 2013, and Amendment No. 2 to Employment Agreement dated February 10, 2021 (collectively, “Employment Agreement”) to terminate the Employment Agreement without cause.

B. City and Rawlings (collectively, the “Parties”) have agreed to resolve any and all disputes, now in existence or arising in the future between City and Rawlings regarding the employment of Rawlings.

C. The Parties agree and acknowledge that there has been no admission of any wrongdoing, fault, violation of law, or liability of any kind on the part of either City or Rawlings. The Parties agree that this Agreement shall be inadmissible as evidence of liability or damages against City or Rawlings in any forum or proceeding.

AGREEMENT

In exchange for the consideration and promises set forth herein, the Parties and each of them agree as follows:

1. Acknowledgement of Recitals. The Parties acknowledge that the recitals stated above are true and correct and incorporate by reference those recitals into this Agreement

2. Separation. Rawlings will be separated from employment with City effective as of the close of business on October 26, 2021 (“Separation Date”). Pursuant to his Employment Agreement and City policy, on the next regular payroll after his Separation Date, Rawlings will be paid out his accrued vacation in the amount of one hundred, twenty-eight thousand, seven hundred and eighty-three dollars and fifty-seven cents (\$128,783.57), minus applicable withholdings and deductions, and his accrued sick leave in the amount of fifty thousand, seven hundred dollars and seventeen cents (\$50,700.17), minus applicable withholdings and deductions (collectively, “Accruals”). Rawlings agrees that other than his Accruals and his final paycheck, he has been paid all amounts due and owing to him arising out of his employment, and that he is not owed any additional sums for any reason.

3. Separation Terms: In consideration of Rawlings' execution of this Agreement, and all promises set forth herein, and subject to Rawlings not revoking this Agreement, pursuant to the Section 12 of the Employment Agreement:

A. City shall pay Rawlings a severance payment in the total amount of two hundred and forty-four thousand, nine hundred and seventy-nine dollars and fifty cents (\$244,979.50), minus applicable withholdings and deductions ("Severance Payment"). The maximum amount of the Severance Payment that can be put into Rawlings' deferred compensation account shall be placed therein. The Severance Payment shall be made no later than six (6) days after the Effective Date, as defined in Section 12 below, provided Rawlings has performed his obligations under this Agreement. The Severance Payment shall be made by way of check mailed to Rawlings at the address listed in his employee records; and

B. City shall continue and pay the full costs of Rawlings's existing health care coverage (including dependent coverage) for a period of up to 10.5 months after his Separation Date, or until Rawlings secures full-time employment or obtains other health insurance, whichever of the three events first occurs. Rawlings shall notify City within five (5) days of securing new full-time employment or health insurance, at which time the City's duty under this section shall terminate.

4. No Representations or Warranties. City makes no representations or warranties as to any tax consequences associated with this Agreement, or the Severance Payment. Other than the withholding of standard state and federal payroll tax deductions, no other salary deductions will be withheld from the Severance Payment unless authorized in writing by Rawlings, and the Parties agree that the determination of the tax consequences of the Severance Payment made herein is the sole responsibility of Rawlings. Rawlings agrees that he is responsible for any additional taxes or other withholdings due the federal government or any state or local government entity as a result of the Severance Payment, and agrees to indemnify and hold City harmless for any related liability.

5. Property and Equipment. Rawlings shall return to the City all City property he has had in his possession or control, including but not limited to cellular or smart phones, computers, credit cards, entry cards, keys, identification badges, and computer data. Return of all such City property is an express condition precedent to Rawlings' eligibility to receive the payment in Section 3 above.

6. Agreement to Cooperate. Rawlings agrees to use his best efforts to cooperate and participate as described below in (1) any personnel investigations that were ongoing before the Separation Date, and (2) any claims, lawsuits, charges, etc. that have been or are brought against City as to which Rawlings is either a witness or has relevant information. Such participation includes, but is not limited to, Rawlings making himself timely available to: (1) appear and answer questions and/or testify at any interview, deposition and/or at trial, upon reasonable notice; (2) participate in meetings with City's counsel as needed to prepare for any testimony; (3) assist in responding to discovery; (4) provide information and/or execute witness statements; and (5) cooperate with any subpoenas. This participation will not be performed as an employee or otherwise compensated; instead, Rawlings is simply providing access to necessary information for which this Agreement provides the requisite consideration. The City agrees that it will not

take any action against Rawlings based on the results of the personnel investigation that is ongoing as of the Separation Date.

7. Covenant Against Disclosure or Use of City Information. Rawlings expressly agrees and acknowledges that he will not, on behalf of himself or for the benefit of any person or entity, disclose or use any proprietary information or City confidential materials for financial benefit or otherwise, which he obtained as an employee of City.

8. Waiver of Discrimination Claims. Rawlings understands and acknowledges that Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Civil Rights Act of 1991, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Americans with Disabilities Act of 1990, the Federal Family and Medical Leave Act of 1993, the California Family Rights Act of 1991, the California Fair Employment and Housing Act, and other statutes provide Rawlings with the right to bring an action against City if Rawlings believes he has been discriminated against based on race, ancestry, creed, color, religion, sex, marital status, national origin, age, status as an individual who has filed a claim for workers' compensation benefits or who has sustained an industrial injury, status as a veteran of the Vietnam era, physical or mental handicap, and/or disability. Rawlings understands the rights afforded to him under these Acts and agrees that he will not bring any action against City based on any alleged violation(s) of these Acts. Rawlings hereby waives any right to assert a claim for any relief under these or similar Acts, including but not limited to back pay, attorney fees, damages, reinstatement, and/or injunctive relief, arising out of his employment with City or the separation from such employment.

9. Nondisparagement. City, and City's City Council and Rawlings agree that none of them will make disparaging remarks about any of the others. In the case of City and City's Council Members, they understand and acknowledge that Rawlings has a right of privacy with regard to his employment records, and that they are legally precluded from divulging any information in his employment records, including information about his performance, or making any comments that would impinge on that right of privacy. Further, in the case of Rawlings, the bar on disparaging remarks about City shall include, but not be limited to, disparaging remarks about City's Council Members, agents, employees, representatives, assigns, successors, attorneys, and insurers. Disparaging remarks that are barred by this Agreement also include, but are not limited to, any statement which explicitly or implicitly asserts that Rawlings was mistreated, discriminated against, harassed, or retaliated against while an employee of City. Notwithstanding anything else in this section 9, the City and its Council Members and Rawlings shall not be precluded from making any truthful statements in order to respond or defend or explain themselves or their conduct in response to an investigation, a lawsuit, a subpoena or any other administrative or judicial proceeding or as otherwise compelled by law.

10. General Release of All Claims. Excepting the obligations that are expressly set forth in this Agreement, the Parties shall and hereby do release and forever discharge each other, as well as their predecessors, successors, heirs, executors, administrators, other present or former employees who were acting in the course and scope of their employment, Council Members, consultants, agents, attorneys, directors, successors and assigns (collectively, "Released Parties"), from all claims related in any way to the transactions or occurrences between Rawlings and City to date, to the fullest extent permitted by law. This release is intended to be interpreted

broadly to apply to all transactions and occurrences between Rawlings and City, including but not limited to any and all claims related to Rawlings' employment and employment conditions with City and all other losses, liabilities, claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of or in any way connected to Rawlings' employment with City or the separation from such employment (collectively, "Released Claims"). Released Claims include, but are not limited to, any claim based in common law, the state or federal Constitution, state or federal statutes, all contract or tort claims (such as wrongful termination, constructive discharge, breach of contract, breach of the covenant of good faith and fair dealing, fraud, defamation, libel, invasion of privacy, and intentional or negligent infliction of emotional distress), and all related claims for physical injuries, illness or damage, and all claims for attorneys' fees, costs and expenses, grievances, claims and/or appeals under federal or state law or due process. Released Claims do not include claims against persons or entities who are not specifically included as Released Parties. Nothing in this Agreement shall be interpreted to waive Rawlings' statutory rights under the California Labor Code (e.g. workers' compensation), the California Unemployment Insurance Code, or the California Government Claims Act regarding defense of, and/or indemnity for, claims relating to acts committed within the course and scope of his employment, or any statutory duties under California Government Code sections 53243 through 53243.4.

11. Waiver of Civil Code Section 1542. It is understood and agreed that the releases as referred to herein are full and final releases by each party of the other, and that such full and final releases include, without limitation, all unknown and unanticipated claims, injuries, debts, or damages, as well as those now known or disclosed. With respect to all claims, each Party expressly waives the provisions of California Civil Code section 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 released party.

In furtherance thereof, each party realizes and acknowledges that one or more of the Released Claims may include losses sustained by that party on account of the other that are presently unknown or unsuspected, and that such losses as were sustained may give rise to additional losses and expenses in the future which are not now anticipated. Nevertheless, each party acknowledges that this release has been negotiated and agreed upon and that in consideration for the rights and benefits under this Agreement, the Parties intend and hereby do release, acquit and forever discharge each other from any and all claims, including those that are unknown, unsuspected or unforeseen or that are presently unknown and unanticipated.

12. ADEA Release and Time to Sign and Revoke Agreement. Rawlings represents that he is over the age of 40. Further, Rawlings acknowledges his waiver and release hereunder of any rights he may have under the Age Discrimination in Employment Act (ADEA) is knowing and voluntary and that the consideration given for his waiver and release in this Agreement is in addition to anything of value to which Rawlings was already entitled. Rawlings further acknowledges that he has been advised by this writing as required by the Older Workers Benefit Protection Act, that: (a) his waiver and release of rights in this Agreement does not apply

to any rights or claims that may arise after this Agreement is executed; (b) he should consult with an attorney prior to executing this Agreement; (c) he has had at least twenty-one (21) calendar days from the date he first receives this Agreement to obtain the advice of counsel from the legal representative of his choice and to decide whether to sign it (although he may, by his own choice, execute this Agreement earlier), and any negotiated revisions to the document after that date do not re-start this period; (d) he understands that for seven (7) calendar days after he signs this Agreement he has the right to revoke it; and (e) the Agreement shall not become effective and enforceable until the date upon which the revocation period has expired, which shall be the eighth day after the Agreement is executed by Rawlings (the "Effective Date"). If Rawlings chooses to revoke, notice must be sent to and received by the City Attorney of the City of Artesia, 18747 Clarkdale Avenue, Artesia, CA 90701 by no later than the time frame referenced above (i.e., seven (7) calendar days after Rawlings signs the Agreement).

13. Warranty of No Filed Claims/Covenant Not to Sue/Covenant Not to File JPIA Claim.

A. Rawlings represents that he has not filed any complaint, grievance, claim, or action against City or any of its Council Members, officers, agents, directors, employees, or representatives with any state, federal, or local agency, board, arbitrator, or court based on any matters arising out of his employment with City and/or his separation from City employment.

B. Rawlings further covenants not to sue or file any complaint, grievance, claim or action at any time hereafter, including a claim for a Chief Executive Separation Payment based on City's participation in or coverage by the Liability Program administered by the California Joint Powers Insurance Authority, as to which Rawlings specifically represents and agrees he is not entitled and affirmatively waives any rights thereto, based on any matters arising out of or in any way relating to his employment with City or separation from City employment, that could have been filed as of the Effective Date of this Agreement.

C. To the extent that any actions, causes of action, claims, charges, grievances, etc. by or on behalf of Rawlings are/or become, pending in any forum, Rawlings agrees to disclose such and to execute all documents necessary for the withdrawal or dismissal of such actions, causes of action, claims, etc., with prejudice, forthwith. Nothing in this Agreement shall be construed to prohibit Rawlings from filing a charge or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Rawlings hereby agrees to, and does, waive his right to recover monetary damages in any charge or lawsuit filed by Rawlings or anyone else on his behalf.

14. No Admission of Liability. This Agreement and compliance with it shall not operate or be construed as an admission by either party of any liability, misconduct, or wrongdoing whatsoever against the other or any other person; nor as an admission by City of any violation of the rights of Rawlings or any other person; nor as a violation of any order, law, statute, duty, or contract whatsoever against Rawlings or any other person. Rather, the Parties expressly deny any liability to one another.

15. Neutral Interpretation, Mutual Drafting and Governing Law. This Agreement shall be deemed to have been jointly drafted by the Parties and shall be governed by and

construed in accordance with the laws of the State of California. Any uncertainty or ambiguity may not be interpreted for or against any one Party. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Notice. Any notices or other communications to be given to either party pursuant to this Agreement shall be in writing and delivered personally or by U.S. Mail, postage prepaid, addressed to the party at the address set forth below. Notice so mailed shall be deemed delivered three (3) business days after deposit in the U.S. Mail. Nothing shall preclude the giving of notice by fax, which shall be effective upon receipt of the fax; provided, however, that notice by fax shall be followed by notice deposited in the U.S. Mail as discussed above.

CITY: City of Artesia
Attention: City Attorney
18747 Clarkdale Avenue
Artesia, CA 90701

RAWLINGS: William Rawlings
Last Address in City Records

17. No Assignment of Claims. Rawlings expressly warrants that he has not transferred to any other person or entity any of the rights or causes of action released in this Agreement.

18. Confidentiality; Employment Information. Rawlings agrees that he will keep the terms, amount and fact of this Agreement confidential and that he will not disclose the terms, amount or fact of this Agreement to any other person, entity or organization, except to his immediate family members, personal tax advisor and attorney, and as necessary for the enforcement or compliance with this Agreement or as otherwise required by law. City will release to prospective employers or to other inquiring third parties only Rawlings' dates of employment, positions held, and final salary. Other employment information about Rawlings will be released by City only: (a) with Rawlings' written consent; (b) to refute or defend a claim or allegation by or on behalf of Rawlings; or (c) as otherwise required by law, including, without limited to, the Public Records Act. However, City reserves the right to respond to official inquiries by taxing or employment-related government agencies (e.g. the federal Internal Revenue Service, the California Economic Development Department, etc.) with truthful, accurate information regarding Rawlings' employment.

19. Entire Agreement. This Agreement constitutes the entire agreement between Rawlings and City. No other promise or inducement has been offered for this Agreement. Any amendments to this Agreement must be in writing, signed by duly authorized representatives of both City and Rawlings, and must state that the parties intend to amend the Agreement. Neither of the Parties are relying upon any other negotiations, discussions or agreements in connection with the subject matter of this Agreement. This is a fully integrated agreement.

20. Attorneys' Fees and Costs. City will pay up to ten thousand dollars (\$10,000.00) of attorneys' fees incurred by Rawlings in the negotiation of the terms of his separation from the City, and preparation of this Agreement. Except as so expressly provided, the Parties hereto shall pay their own attorneys' fees, expenses and costs incurred in connection with all disputes arising out of, relating to or connected with Rawlings employment with City, the separation thereof and the negotiation and preparation of this Agreement. In the event any party to this Agreement files an action to enforce or interpret the terms hereof, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees, including expert witness fees and costs.

21. Severability and Waiver.

A. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement which can be given full force and effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

B. Any of the terms or conditions of this Agreement may be waived at any time by the party entitled to the benefit thereof, but no such waiver shall affect or impair the right of the waiving party to require observance, performance or satisfaction either of that term or condition as it applies on a subsequent occasion or of any other term or condition hereof.

22. Advice of Counsel. Rawlings agrees that he has been advised to seek the advice of his own counsel prior to executing this Agreement.

23. Choice of Law; Venue of Actions; Costs and Fees Regarding Enforcement of Agreement. This Agreement shall be interpreted according to the laws of the State of California. Venue of any legal action shall be in Los Angeles County Superior Court. If any legal action is instituted to enforce any provision of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of its provisions, the court shall award the prevailing party reasonable attorneys' fees and other litigation costs incurred in that action, in addition to any other relief to which the prevailing party may be entitled. Nothing in this section shall prevent the parties from mutually agreeing to binding arbitration of any dispute, in which case the arbitrator may award attorneys' fees and litigation costs to the prevailing as described above.

24. Voluntary Execution of Agreement. Rawlings represents that he has carefully read this entire Agreement and that he knows and understands its contents. The Parties have each had the opportunity to receive independent legal advice from attorneys of their choice with respect to the preparation, review, and advisability of executing this Agreement. The Parties further represent and acknowledges that they have freely and voluntarily executed this Agreement after independent investigation and without fraud, duress, or undue influence, with a full understanding of the legal and binding effect of this Agreement and with the approval of legal counsel, if any.

25. Counterparts. The Agreement may be executed in two or more counterparts, including via facsimile or electronically-transmitted signature, each of which shall be deemed an

original, but all of which together shall constitute one-in-the-same document.

Dated: 10/26/2021

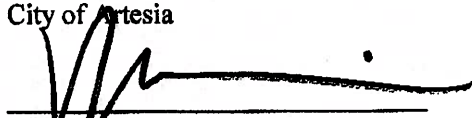
Dated: 10/26/21



William Rawlings

City of Artesia

By:



Rene Trevino
Its Mayor