

SEPARATION AGREEMENT

This Separation Agreement and Full Release of Claims is made by and between the City of Farmington (hereafter "City" or "Employer") and Brian Lindquist (hereafter "Employee" or "Lindquist").

RECITALS

1. Lindquist has been employed by the Employer since 1998 and since 2006 has held the position of Chief of Police.
2. Lindquist's last day with the City was August 24, 2018.
3. The parties wish to resolve all potential issues, differences and claims whether potential or actual through this Agreement in the interest of avoiding any potential litigation and administrative proceeding costs and expenses which may arise out of Lindquist's employment with the Employer or the cessation and separation of his employment with the Employer.

AGREEMENT

1. Resignation from Employment. Lindquist shall resign from employment with the Employer effective August 24, 2018, except as otherwise provided in this Agreement, all benefits and privileges end as of that date.
2. Consideration. In full settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims provision of this Agreement, arising out of and related to Lindquist's employment and separation from employment, the Employer shall pay and Lindquist shall accept the following payments:
 - a. A sum of \$125,770 to be paid in installments, as follows:
 - I. \$69,770 to be paid out in bi-weekly installments until paid in full; or until Lindquist requests to have the remaining balance paid in full within 30 days of said; and
 - II. \$56,000 to be tendered after the expiration of all rescission periods.
 - d. Health and Dental Insurance. 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 Lindquist obtains subsequent employment with health and dental insurance, the city contribution will end Said payments will be made directly to the group insurance carrier.
- c. Statement by the City -

The City of Farmington and Police Chief Brian Lindquist have reached a separation agreement effective August 24, 2018. The City is grateful for the Chiefs years of service and dedication to the City of Farmington. The City Council desires new leadership in the department to move the department into the future. The City Council will consider this agreement at their August 20, 2018 meeting.

Lindquist agrees the Employer does not owe him anything in addition to these payments. The payments shall be subject to state and federal withholding and the payment of social security and Medicare taxes by both the Employer and Lindquist. These payments shall be made after the expiration of the rescission period as outlined in the Release and Waiver of All Claims provision of this Agreement.

3. Release and Waiver of All Claims.

a. Definitions. All words used in this Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in this release have the following meanings:

1. “Employer” as used in this Release and Waiver of All Claims, will at all times mean the City of Farmington and the present and former Council members, employees, agents, counsel, assigns, insurers, predecessors, or successors of any of them, in both their individual and official capacities.
2. “Lindquist” as used in this Release and Waiver of All Claims, means Brian Lindquist, or anyone who has or obtains any legal rights or claims through him, including without limitation, assigns, successors, representatives, executors, and heirs.
3. “Employee’s Claims” as used in this Release and Waiver of All Claims, means any rights Lindquist has now or hereinafter to any relief of any kind from the Employer whether or not Lindquist knows now about those rights, arising out of or related to his employment with the Employer and his separation from employment including, without limitation, the following:
 - (a) Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and

- (b) Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the ADA Amendments Act (“ADAA”), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act (“ADEA”), the Equal Pay Act (“EPA”), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act (“FLSA”), the Family and Medical Leave Act (“FMLA”), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers’ Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and
- (c) Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, exemplary and punitive damages, attorney’s fees, costs and expenses, interest, and claims of injunctive relief.

b. Lindquist’s Agreement to Release Claims Against the Employer. In exchange for the promises of the Employer contained in this Agreement and the payments of the Employer and other valuable consideration as set forth in paragraph 2 a.-d. of this Agreement, Lindquist releases all of Employee’s Claims against the Employer that he now has, whether or not he knows about them. Lindquist agrees that the Employer does not owe him anything in addition to the promises of the Employer contained in this Agreement.

Lindquist will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the Employer based upon Employee’s Claims except as permitted by law, and if the law permits Lindquist to commence such a proceeding, Lindquist agrees that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

Lindquist fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the Employer related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys’ fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Lindquist’s employment with and separation from the Employer arising in law or equity, whether known, suspected, or unknown, and however originating or existing which Lindquist now has, or which Lindquist at any time

heretofore had or had a claim to have, against the Employer to the date of execution of this Release.

If in the future Lindquist asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the Employer in the amount determined by a court of competent jurisdiction.

This Release shall not affect any claims that could be made under the Minnesota Worker's Compensation Act, Minn. Stat. 176."

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

- c. Consideration Period. Lindquist understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. Lindquist agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Lindquist acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims.
- d. Right to Rescind. Lindquist has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Age Discrimination in Employment Act by informing the Employer of his intent to revoke this Agreement within seven (7) calendar days following Lindquist's execution of it.

Lindquist likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act by written notice to the Employer within fifteen (15) calendar days following Lindquist's execution of this Agreement. To be effective, any such rescission must be in writing and hand-delivered to the Employer or, if sent by mail, it must be (1) postmarked within the fifteen (15) calendar day period; (2) properly addressed to Brenda Wendlandt, Human Resources Director, City of Farmington, 430 Third Street, Farmington, MN 55024; and (3) sent by certified mail, return receipt requested. It is understood that the Employer shall have no obligation whatsoever under the Agreement in the event of such rescission by Lindquist, and the Agreement shall not become effective or enforceable until this rescission period has expired.

Lindquist agrees that if he exercises any right of rescission, the Employer may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the Employer opts to nullify the entire Agreement, neither Lindquist nor the Employer will have any rights or obligations whatsoever under this Agreement, with the exception that Lindquist will be obligated to repay the

Employer for any amounts paid by the Employer pursuant to this Agreement. Any rescission, however, does not affect Lindquist's separation from employment.

4. TAXABILITY OF SETTLEMENT

- a. Of the sums set out in paragraph B herein, the sum of \$69,770, set out in Paragraph B(1)(a)(1) will be subject to withholding of state and federal taxes and any Social Security and Medicare contributions, if appropriate; the balance of \$56,000, attributable to non-wage claims, and set out in Paragraph B(1)(a)(2) herein will be reported on a Misc. Form 1099 (Box 3) with no withholding, provided Lindquist agrees to provide the City with:
 - i. A completed Form W-9, Request for Taxpayer Identification Number and Certification; and,
- b. The City makes no representation as to the taxability of the amounts paid to Lindquist and reported on Misc. Form 1099. Lindquist agrees to pay all federal or state taxes, if any, which are required by law to be paid by Lindquist with respect to payments reported on Misc. Form 1099. Moreover, Lindquist 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 on any payment reported on Misc. Form 1099.

4. Entire Agreement. This Agreement contains the entire agreement between the parties. The parties agree that there were no inducements or representations leading to the execution of this Agreement between the parties other than those contained in this Agreement.
5. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by the Employer that it has violated any contract, policy, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that it has engaged in any wrongdoing whatsoever.
6. Voluntary and Knowing Action. Lindquist represents and agrees that (a) he has had the opportunity to be represented by his legal counsel; (b) he has read this Agreement and fully understands the terms and conditions contained herein; (c) he relies solely upon his own judgment regarding the proper, complete and agreed upon consideration for, and language of, this Agreement; (d) he has not been influenced to sign this Agreement by any statements or representations of the Employer or agents or attorneys not contained in this Agreement; and (e) he enters into this Agreement knowingly and voluntarily.
7. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Minnesota.
8. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Dated: _____

Brian Lindquist

Subscribed and sworn to before me this

_____ day of _____, 2018.

Notary Public

CITY OF FARMINGTON

Dated: _____
