

RESIGNATION AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Resignation Agreement and General Release of All Claims, hereinafter referred to as "Agreement," is made and entered into by and between the City of Citrus Heights and Joseph Rangel, collectively referred to here as "the Parties," with respect to the following:

IDENTIFICATION OF THE PARTIES:

1. The City of Citrus Heights, its City Council members, officers, agents, deputies, representatives, employees, successors, assigns, predecessors, departments, and/or attorneys (collectively referenced as "the City" or "City"); and

2. Joseph Rangel, his spouse, domestic partner, children, heirs, agents, attorneys, representatives, and/or assigns (collectively referenced as "Rangel").

RECITALS:

WHEREAS, Rangel was employed as a Police Officer for the City;

WHEREAS, Rangel filed a [REDACTED] claim, number [REDACTED] and [REDACTED] number [REDACTED] and went on an extended leave;

[REDACTED]

WHEREAS, on January 9, 2015, the City issued Rangel a Notice of Discipline stating that it would impose a 160-hour deduction from his accrued Annual Leave as a disciplinary penalty for conduct occurring before his leave, and Rangel filed a timely request to appeal that discipline.

WHEREAS, Rangel has notified the City that he desires to pursue a voluntary resignation through a CalPERS [REDACTED] Retirement;

WHEREAS, bona fide disputes have arisen between the Parties regarding whether Rangel's [REDACTED] based on the standards provided in the [REDACTED] and/or the California Public Employees' Retirement Law;

WHEREAS, the Parties now desire to compromise, resolve, and settle all disputed matters between them, including Rangel's [REDACTED] claims, whether Rangel is [REDACTED] within the meaning of CalPERS law, Rangel's

[REDACTED] and any other aspect of his employment with, separation from, or retirement from the City;

NOW THEREFORE, in consideration of the mutual covenants set forth below, the Parties agree as follows:

1. All of the preceding provisions above are material provisions of this Agreement.

2. Neither of the Parties admits any liability; neither of the Parties admits that he/it has committed any act which creates any liability to any other.

3. The City and Rangel agree to execute a [REDACTED] Compromise and Release, in a form approved by both Parties, and which shall be attached hereto and incorporated herein by reference. The Compromise and Release constitutes an accord and satisfaction to the maximum extent permitted by law for compensation and/or reimbursement to which Rangel might be entitled under the [REDACTED] law for the [REDACTED] described in the Compromise and Release. Approval of the Compromise and Release by the [REDACTED] is a condition precedent to each of the provisions of this Agreement. If the [REDACTED] does not fully and completely approve the Compromise and Release attached hereto, all other provisions of this Agreement shall be null and void.

4. Rangel freely and voluntarily agrees to resign his employment through an [REDACTED] Retirement, by providing the following documents concurrently with the signing of this Agreement: a) [REDACTED] [REDACTED] duties as a Police Officer with the City of Citrus Heights; b) a completed CalPERS [REDACTED] Retirement Election Application signed by Rangel; and c) the resignation letter attached to this Agreement. Rangel agrees that he gives his resignation through [REDACTED] Retirement freely and without duress and that his resignation is irrevocable. The City hereby accepts Rangel's resignation. The City agrees to timely certify Rangel for an [REDACTED] Retirement through CalPERS, with an effective date of March 1, 2015.

5. In consideration for Rangel's promises made herein, [REDACTED] [REDACTED] agrees not make the 160-hour deduction from his accrued Annual Leave Rangel specified in the January 9, 2015 Notice of Disciplinary Action.

6. Rangel does hereby and forever release and discharge each and every other party, and any past and/or present parent, subsidiary and/or affiliated entities or persons, as well as all direct or indirect successors, officers, officials, directors, heirs, predecessors, assigns, agents, insurers, employees, attorneys,

and representatives, and each of them, past and present, from any and all causes of action, actions, judgments, liens, indebtedness, damages, losses, claims, liabilities, and demands of whatsoever kind or character, known or unknown, suspected to exist or not suspected to exist, anticipated or not anticipated, whether or not heretofore brought before any state or federal court or before any state or federal agency or other governmental entity, from all claims arising from or related or attributable to her employment and/or separation from employment. This release and discharge includes, but is not limited to, any claims or potential claims of wrongful discharge, discrimination, harassment, failure to prevent discrimination, harassment or retaliation, failure to accommodate, retaliation, violation of personnel rules or other City policies or procedures, his pending appeal of the January 9, 2015 Notice of Discipline (160-hour deduction from Accrued Annual Leave), and any other allegedly wrongful conduct in connection with the above-described matters and any costs or attorneys' fees relating thereto.

7. Rangel covenants not to sue or initiate against any other party to this Agreement, or any person or entity described in this Agreement, any action or proceeding or to participate in same, individually, or as a member of a class, under any policy, contract, law or regulation, federal, state or local, pertaining in any manner whatsoever to the matters described in the paragraphs above. It is anticipated that this covenant precludes the filing of any civil or administrative action or proceeding by Rangel against the City or its agents, employees, officials.

8. Rangel acknowledges that he enters into this Agreement voluntarily, and also expressly acknowledges that he has been informed of and is familiar with California Civil Code section 1542 which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Rangel expressly waives the provisions of California Civil Code section 1542, and further waives any rights he might have to invoke said provisions as to the subject matter of this Agreement, now or in the future with respect to the releases set out in this Agreement. Rangel intends to fully, finally, and forever settle all claims between himself and the City that arise from, or that are in any way connected with Rangel's employment relationship with the City, or his separation from City employment, or any related communications, acts or omissions. Rangel hereby agrees to accept and assume the risk that any matter in this Agreement may hereafter be found to be other than or different from the facts he

believes at the time of this Agreement to be true, and agrees that this Agreement shall be and will remain effective notwithstanding any such differences in fact.

9. Rangel hereby represents and warrants that he has had adequate information concerning the subject of this Agreement to make an informed decision and has, independently, and without reliance on the City, and based upon such information that he has deemed appropriate, made his own analysis and decision to enter into this Agreement.

10. Rangel understands and expressly agrees that this Agreement shall bind and benefit his spouse, domestic partner, children, heirs, agents, attorneys, representatives, and/or assigns.

11. The Parties represent and acknowledge that they are competent to sign this Agreement, and that they do so voluntarily.

12. The Parties hereby authorize, instruct and direct its/ his attorneys of record to execute all documents necessary and to take all actions required by this Agreement to accomplish and carry out its terms in a timely fashion.

13. The Parties agree that each will bear its/ his own costs and attorneys' fees incurred in connection with all matters resolved by this Agreement.

14. This Agreement and all exhibits hereto and documents referenced herein constitute a single integrated contract expressing the entire Agreement of the City and Rangel. This Agreement shall supersede, and render null and void any and all prior Agreements between the Parties hereto, concerning the subject matter hereof.

15. Rangel represents that he has thoroughly discussed the terms of this Agreement with representatives of his own choosing, that he has carefully read and fully understands all of the provisions of this Agreement, and that he is voluntarily entering into this Agreement without coercion. Rangel understands that the waiver he has made and the terms he has agreed to herein are knowing, conscious, and with the full appreciation that he is forever foreclosed from pursuing any of the rights so waived. No promise, inducement, or other representation not expressed herein has been made to Rangel in connection with this Agreement.

16. This Agreement is executed and delivered in the State of California and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with the laws of the State of California.


17. No waiver by any party of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any preceding,

concurrent or succeeding breach of the same or any other term or provision of this Agreement.

18. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any party based upon attribution of drafting to any party.

19. This Agreement may be executed in several counterparts, and shall be admissible in counterparts. All executed copies are duplicate originals and are equally admissible in evidence.

PLEASE READ CAREFULLY. THIS AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

By:  Dated: 2/19/15, 2015  
Joseph Ränge

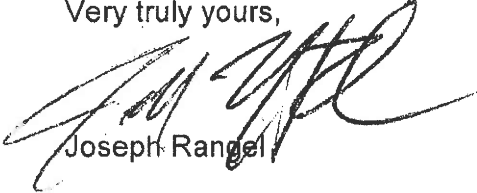
By:  Dated: 2/25, 2015  
Henry Tingle  
City Manager  
City of Citrus Heights

Dear Chief Boyd:

This is to notify you that I hereby wish to voluntarily resign my employment, and retire, effective ~~March 4, 2015~~ approval of the [REDACTED]

Very truly yours,

retirement.



Joseph Rangel