

RESIGNATION AND SEVERANCE AGREEMENT

This Resignation and Severance Agreement (hereinafter the "Agreement") is entered into by Clayton Jenison (hereinafter "Employee") and City of Overland Park, Kansas (hereinafter "Employer"). Employee and Employer may be collectively referred to herein as the "parties" or individually as a "party."

WHEREAS, Employee was employed by Employer as a Police Officer, but wishes to resign his employment for personal reasons; and effective March 4, 2018; and

WHEREAS, Employer and Employee desire to outline certain rights and responsibilities of both parties upon the separation of the Employee and to resolve and settle any and all disputes that Employee may have against Employer, including all disputes relating to Employee's employment with Employer.

NOW, THEREFORE, in consideration of the mutual promises contained herein and in light of the foregoing Recitals, which are incorporated herein by reference, Employee and Employer agree to the following.

1. Employee hereby resigns his position with the City of Overland Park, Kansas effective March 4, 2018. Employer accepts Employee's resignation as tendered.
2. This Agreement contains a general release, which is to be construed to the broadest extent allowed by law. As defined herein and as used in this Agreement, the term "Releasee" or "Releasees" means Employer and any and all former and current agents, employees, elected officials, departments, attorneys, and insurance carriers of Employer. Employee agrees that this Agreement shall bind him and his heirs, children, agents, trustees, attorneys, representatives, spouse, successors and assigns, and shall inure to the benefit of the Releasees.
3. This Agreement is not an admission of any fault, liability, or wrongdoing by any party and all parties expressly deny any fault, liability, or wrongdoing. Neither the execution of this Agreement nor the payment of the consideration herein specified will constitute an admission by Releasees of any violation of law or contract, nor will Employee's agreement to resolve this matter constitute an admission of any violation of law or policy by him.
4. The parties represent and warrant that neither they nor their attorneys have made any promise or representation to the other regarding this Agreement, except as strictly contained in this Agreement. In signing this Agreement, none of the parties herein relies upon any promise or representation other than what is set forth in this Agreement.
5. The severance payment set forth in this paragraph constitutes sufficient, independent, binding consideration for the promises, releases, and waivers contained herein, and Employee accepts the consideration in full and final settlement of any and all claims, suits, and causes of action that he has or may have had against any Releasee before signing this Agreement. Within seven days after Employee signs this Agreement, Employer will cause to be paid to Employee the total sum of \$70,000, minus all income tax/Social Security/Medicare withholdings

(and thus reducing the amount Employee receives) for alleged lost wages and medical and dental insurance for which Employee will receive a Form W-2.

6. For the consideration set forth in this Agreement, Employee hereby fully and forever releases all Releasees from any and all claims, demands, actions, suits, causes of action, judgments, and liabilities of any kind whatsoever in law, equity, or otherwise, whether known or unknown, prior to him signing this Agreement including, but not limited to, all demands, claims, suits, and causes of action arising out of Employee's employment with Employer and the ending of his employment with Employer, including, but not limited to:

a. Any and all demands, claims, suits, and causes of action under 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act ("ADEA"), the Family and Medical Leave Act (FMLA), the Civil Rights Act of 1866, the Pregnancy Discrimination Act of 1978, the anti-discrimination and anti-retaliation laws of the State of Kansas and any amendments thereto, the Employee Retirement Income Security Act (ERISA) and any amendment thereto, the Civil Rights Act of 1991 and any amendment thereto, or any other federal, state, or local statute or law prohibiting discrimination including, but not limited to, any such statute or law prohibiting discrimination on the basis of race, sex, gender, creed, color, religion, ancestry, marital status, national origin, age, or mental or physical disability, and any claim for retaliation under or pursuant to any of the aforementioned laws; and

b. any and all demands, claims, suits, and causes of action based on any previous contract, understanding, or agreement, whether written or oral, express or implied, including, but not limited to, any previous employment agreement, or any demand, claim, suit, or cause of action based on any covenant of good faith or fair dealing; and

c. any and all demands, claims, suits, and causes of action based on the violation of public policy, interference with contract, workers' compensation retaliation, whistleblowing or other retaliation, misrepresentation, defamation, invasion of privacy, interference with prospective economic advantage, and intentional or negligent infliction of emotional distress or negligence; and

d. any and all demands, claims, suits, and causes of action for damages including, but not limited to, any general, compensatory, special, liquidated, actual, or punitive damages or statutory penalties, any lost interest, earnings, commissions, wages, bonuses, or other employment benefits based on the loss of either back pay, front pay, bonuses, or other earnings, any loss of consortium or any damage because of emotional distress, pain and suffering, any loss of reputation, any claim to equitable relief, or any claim for attorney's fees, expenses, and costs.

e. The Release does not apply to any claims or causes of action: (i) arising out of actions occurring after Employee signs this Agreement; (ii) which may not be released, waived or discharged by agreement pursuant to applicable law; or (iii) in which Employee seeks to enforce the terms of this Agreement.

f. Nothing in this Agreement will prevent Employee from filing a charge of discrimination with the Equal Employment Opportunity Commission for anything occurring through the date of this Agreement, but by signing this Agreement, Employee waives his right to recover any damages or other relief in any claim or cause of action brought by Employee or by or through the Equal Employment Opportunity Commission, or any other state or local agency on Employee's behalf under any federal, state or local discrimination law or ordinance.

7. Employee agrees that the consideration set forth in paragraph 5 of this Agreement is consideration that he would not be entitled to receive by virtue of any other agreement with any Releasee, or because of any rule, practice, or policy of Employer, but that Employee will receive only in exchange for his signing this Agreement. Employee agrees that Employer and its attorneys have not provided tax or legal advice to him. Employee will be solely responsible for payment in full of any federal, state, or local income tax, or other tax, if any, which may be assessed with respect to any amount paid pursuant to this Agreement, or any tax penalty assessed against Employee or any Releasee should it later be determined that any portion of the severance proceeds are subject to additional tax withholding requirements. Employee agrees to indemnify all Releasees from and against any and all claims, demands, causes of action, obligations, damages and liabilities, including court costs and attorneys' fees arising in connection with the defense of any such action or proceeding.

8. Upon separation, Employee shall also be paid for all accrued, unused compensatory and leave time pursuant to Employer's Employee Handbook.

9. Employer shall provide Employee with a maximum of twenty additional Employee Assistance Program sessions after the execution of this Agreement, which must be used no later than June 30, 2018.

10. Employer does not presently intend to issue any press release related to Employee's resignation. Upon inquiry, Employer will state that Employee "resigned for personal reasons." Employer agrees not to provide any information to the media about Employee's status before the District Attorney issues his decision about whether to press criminal charges against Employee.

11. Upon request from a prospective employer (and without a signed release from Employee), Employer will provide only Employee's dates of employment, title, and salary. If Employer receives a release signed by Employee authorizing a broader release of Employee's personnel files and records, Employer will provide all information requested in the release. Employer shall keep all records related to Employee, including Employee's name and other identifiers, closed to the public to the extent allowable under applicable state law. Employer shall report Employee's separation to CPOST as voluntary resignation under ordinary circumstances and describe it as being for personal reasons.

12. Nothing in this Agreement alters the parties' respective duties and obligations with regard to defending civil lawsuits. Employer acknowledges its duty to defend and indemnify Employee in all such suits arising from actions taken in the course and scope of Employee's

employment with Employer as outlined in the Kansas Tort Claims Act and any applicable policy of insurance. Employee acknowledges his duty to cooperate and participate in the defense of any civil lawsuit or other dispute relating to actions taken during Employee's employment.

13. Employee and all attorneys for Employee and Employer understand and agree that all claims and rights to attorneys' fees and all attorneys' liens are hereby fully satisfied and released by this Agreement. Employee further agrees that by voluntarily resigning his employment and by entering into this Agreement, he is voluntarily waiving any rights to appeal to the Civil Service Commission any matter related to his employment.

14. Employee has consulted with an attorney before signing this Agreement. Employee agrees that he has carefully read this Agreement and that it is in language that he understands. Employee signs this Agreement knowingly and voluntarily and that he is relying solely upon his own judgment and the advice of his attorneys; that he has signed this Agreement without being under pressure to do so; that no other promises or agreements than those expressed in this Agreement have been made to him; that this Agreement is the entire agreement between Employee and Employer. Any modification to this Agreement will only be valid if in writing and signed by both parties. This Agreement supersedes and controls over all prior oral and written agreements.

15. This Agreement shall be subject to and governed by the laws of the State of Kansas without regard to its or any other jurisdiction's choice of law or conflict of law provisions. Each paragraph, term, and provision of this Agreement, and any portion thereof, is severable and if, for any reason, any such portion of this Agreement, including, but not limited to, any particular release of demands, claims, suits, and causes of action, is held to be invalid, such other portions or provisions of this Agreement will continue to be given full force and effect and bind the parties hereto. This Agreement is contractual and not a mere recital.

CLAYTON JENISON, OF MY OWN FREE WILL AND ACCORD, EXECUTE THIS AGREEMENT THIS 16 DAY OF February, 2018.

CLAYTON JENISON

RELEASE OF ATTORNEY'S LIEN

I, the undersigned attorney for Clayton Jenison, hereby release and waive any and all claims against the Releasees for attorney's fees, costs, and expenses that my law firm or I may have as Employee's attorney in conjunction with any claim, cause of action, suit, or demand that is released or waived by this Agreement.

Morgan L. Roach
McCauley & Roach, LLC
Attorney for Clayton Jenison

2-16-2018

Date

SIGNATURE OF CITY OF OVERLAND PARK, KANSAS

The undersigned, as an authorized signatory, enters into and executes this Agreement on behalf of City of Overland Park, Kansas.

City of Overland Park, Kansas

By Brian Ebel

Title City Manager

Date 2/14/18