

SEPARATION AGREEMENT
AND
RELEASE OF ALL CLAIMS

THIS SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS (this "Agreement") is entered into effective November 5, 2021 (the "Effective Date") between Travis Goerish ("Employee") and the City of Shakopee ("Employer").

Employee is employed by Employer as a police officer pursuant to the Contract. Employee was placed on FMLA, which has been exhausted. Employee remains restricted from working as a police officer and has no additional mandatory leave available. Given Employee's exhaustion of his FMLA leave, Employee and Employer enter into this Agreement to memorialize the terms of Employee's separation from Employer.

1. Meaning of Terms.

- (a) As used in this Agreement, "Employer" shall mean the City of Shakopee, its past, present, and future entities, subsidiaries, and current or former related entities, and all of its past, present, and future successors and assigns.
- (b) As used in this Agreement, "Employee" shall mean Travis Goerish, his heirs, executors, administrators, agents, attorneys, assigns, and any one claiming through any of them.
- (c) As used in this Agreement, "Contract" shall mean the Law Enforcement and Labor Services, Inc., Contract entered into between Employee and Employer for the period of January 1, 2021 through December 31, 2023, together with any predecessor contracts amongst the parties.

2. Consideration and Contract Termination.

- (a) In consideration of Employee's (1) separation (2) years of service with Employer, (3) release of all claims and potential claims arising out of and related to his employment with Employer, Employer agrees to pay and perform, and Employee agrees to accept, the following severance arrangements, conditioned upon the (a) Employee's compliance with this Agreement, (b) expiration of any right to consider or right of rescission, (c) delivery of a fully signed original of this Agreement and Employee's attached separation letter:

Employee shall be paid for agreed upon unused and accrued vacation time of 191.67 hours, compensatory time in the amount of 40 hours, sick leave time in the amount of 2.106 hours and holiday time accrual in the amount of 29.5 hours, all subject to all usual and customary payroll taxes and withholdings. Employee waives right to payment into a health care savings plan.

- (b) Except for the payments set forth above in this Agreement, Employee shall have no claim for wages, pay, prerequisites, or other compensation from Employer, and the rights, privileges, and benefits afforded Employee under the Contract shall terminate and be of no further force and effect as of the Separation Date.
- (c) Employee shall be solely responsible for the payment of any income, employment, or other taxes which may be due or payable as a result of the foregoing amounts and will indemnify and hold harmless Employer from the same.

This Separation Agreement is intended to have no impact on Employee's worker's compensation claims or rights, or any rights or claims Employee may have in accordance with Chapter 176 of the Minnesota Statutes, Minn. Stat. § 299A.465, and/or Minn. Stat. § 353.01, et al.

Employee acknowledges the sufficiency of the above consideration and further acknowledges that the payments are in full satisfaction of any compensation or other benefits due him as a result of the early separation of his employment with Employer. The parties acknowledge that the amounts payable are fair and reasonable in light of all the circumstances, including early termination of the Contract and the amounts payable thereunder. Employee also acknowledges that, except as provided for in this Agreement, he has no right to any employment-related benefits, including salary, vacation, banked vacation, retirement or deferred compensation, benefits, and prerequisites of whatever kind and that the payments made under this Agreement fully satisfy any amounts due to him, whether under the Contract or otherwise. Employee shall have no claim to any compensation or rights beyond that which is explicitly provided for in this Agreement. Employee acknowledges that he forfeits the right to apply for any open employment position with Employer at any point in the future.

3. Irrevocable Separation.

Employee hereby separates from his employment with Employer effective November 5, 2021 (the "Separation Date"). Employee expressly understands and agrees that this separation is irrevocable upon the signing of this Agreement by both parties. Employer hereby accepts and acknowledges Employee's separation.

4. Benefit Plans.

Employee's entitlement to any benefits afforded by any Employer benefit plans, including, without limitation, health, accident, life, and compensation insurance plans and retirement plans, are governed solely by their applicable plans and policies which are incorporated herein by this reference.

5. Return of Property and Cooperation.

As soon as reasonably possible, Employee will return to Employer any and all data, documents, and property of Employer, including, but not limited to, uniforms, issued equipment, files, records, computer software, computer access codes, desktop computers, laptop computers, cellular phones, company IDs, company credit cards, and company property keys or passkeys, together will all

proprietary, confidential, and other company information of Employer, and will not retain any copies, duplicates, or excerpts thereof.

6. Release.

(a) **Release of Employer by Employee:** Employee hereby waives any legal rights and releases and forever discharges Employer, its officers, employees, agents, board members, attorneys, and insurers, and all of their predecessors, successors, and assigns (all collectively referred to herein as the "Released Parties") from any and all liability, debts, sums of money, demands, claims, suits, actions, charges, damages, judgments, levies, or executions, whether known or unknown, liquidated, fixed, contingent, direct or indirect, which have been, could have been, or could be raised against the Released Parties which relate in any way to the Contract, Employee's employment by Employer, or termination of that employment, except to the extent waiver or release is specifically prohibited by law and except for his right to enforce this Agreement according to its terms. This is a full and final waiver and release of all such claims which he has or may have against the Released Parties, including, but not limited to, claims based on alleged breach of employment contract or any other tort, contract, equitable, or other common law theories, and including, but not limited to, any claims for additional compensation, back pay, or benefits of any type (except in accordance with the terms of this Agreement), and including, but not limited to, any claim for attorney fees or costs, for reinstatement to active employment or reemployment (except to the extent specifically prohibited by law), or for compensatory or punitive damages under any applicable statutes or common law theories.

(b) Without limiting the generality of the foregoing, Employee's release of claims includes any claims he may have for any of the following:

1. wages, bonuses, penalties, welfare benefits, or separation benefits;
2. defamation of any kind, including, but not limited to, libel, slander and self-publication defamation, invasion of privacy, negligence, emotional distress, breach of express, implied, or oral contract; estoppels, fraud, intentional or negligent misrepresentation, breach of any implied covenants, wrongful prosecution, assault or battery, negligent hiring, supervision, or retention;
3. improper discharge (based on contract, common law, or statute, including any federal, state, or local statute or ordinance prohibiting discrimination or retaliation in employment);
4. violation of any of the following:
 - the United States Constitution;
 - the Minnesota Constitution;
 - the Minnesota Human Rights Act, Minn. Stat. § 363A.01 et seq.;
 - any claim arising under Minn. Stat. Chapters 177 and 181;
 - Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq.;

- the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621 et seq.;
 - Civil Rights Act of 1866, 42 U.S.C. § 1981;
 - Civil Rights Act of 1991, 42 U.S.C. § 1981a;
 - the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.;
 - the Employment Retirement Income Security Act of 1976, 29 U.S.C. § 1001 et seq.;
 - the Family and Medical Leave Act, 29 U.S.C. § 2601 et seq.;
 - the National Labor Relations Act, 29 U.S.C. § 151 et seq.;
 - the Fair Credit Reporting Act, 15 U.S.C. §§ 1681 et seq.;
 - the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq.;
 - the Sarbanes-Oxley Act, 15 U.S.C. § 7201 et seq.;
 - the Genetic Information Nondiscrimination Act of 2008, Pub. L. No. 110-233, 122 Stat. 881 (codified as amended in scattered sections of 29 U.S.C. and 42 U.S.C.); or
 - any other federal, state, or local statute prohibiting discrimination in employment or granting rights to Employee arising out or related to his employment with Employer, the Contract, or the performance of services for Employer;
5. any claim for discrimination or harassment based on sex, race, color, creed, religion, age, national origin, marital status, sexual orientation, disability, genetic information, status with regard to public assistance, or any other legally-protected status; and
 6. any claim for retaliation under Minn. Stat. Chapter 176 or any other claim for retaliation.

7. Acknowledgement.

Employee acknowledges that the payments made to the date of this Agreement and payments identified in this Agreement represent payment of all compensation owing to him by virtue of his employment and further includes satisfaction and payment in full of all sums payable under the Contract.

Employee agrees that, without limiting the remedies of Employer, should Employee commence, continue, join in, or in any other manner attempt to assert through litigation or proceeding the release of his claims as set forth in this Agreement (a "Release Challenge"), or in the event of a breach of this Agreement by Employee or the failure of Employee to perform his obligations under this Agreement, Employer shall not be required to make any further payments to Employee and may recover prior payments made to Employee, along with reasonable attorney's fees and cost incurred by Employer.

8. No Claims.

This Agreement is intended as a full, final, and complete release of all claims that Employee may or might have against the Released Parties and as full, final, and complete separation and release of any and all claims arising from or connected with the Contract or Employee's employment with Employer. This Agreement extends to all consequences, effects, and results of any such released claims.

Nothing in this Agreement shall be construed, however, as prohibiting Employee from filing a lawsuit to test the validity under the Older Workers Benefit Protection Act of the waiver of his rights under the federal Age Discrimination in Employment Act. Moreover, nothing in this Agreement shall be construed as prohibiting Employee from filing a charge with the Equal Employment Opportunity Commission or the Minnesota Department of Human Rights or participating fully in investigations by those entities. However, Employee acknowledges that the release he executes herein waives his right to file a court action or to recover individual remedies or monetary damages in any EEOC or any state agency filed court action.

Nothing in this Agreement shall be interpreted as prohibiting Employee from filing a charge or cooperating with or disclosing information to any government entity charged with enforcing Equal Employment Opportunity Law, such as the EEOC or Minnesota Department of Human Rights.

Employee agrees and understands that, except as may be required by subpoena, court order, or other force of law, he shall not in any way assist any third party (an individual or entity which is not a party to this Agreement) in commencing or prosecuting any action or proceeding against the Released Parties, including, but not limited to, any administrative agency claims, charges, or complaints or any lawsuit against any Released Party, or their operations, or in any way participate or cooperate in any such action or proceeding, including any trial, pretrial preparation, pre-litigation fact-gathering, or administrative agency proceeding connected with any and all matters, except as may be required by law or under a subpoena or court order. Absent legal compulsion, this Agreement bars Employee and his representatives from testifying, providing documents or information, advising, providing a written statement, counseling, or providing any other form of assistance to any person or entity who wishes to make or who is making any claim against a Released Party; provided, however, this Paragraph and this Agreement do not prohibit Employee from bringing claims or commencing any action related to enforcement by Employee of this Agreement.

9. Compliance with Older Workers Benefit Protection Act of 1990 and Minnesota Human Rights Act.

This Agreement is subject to the terms of the Older Workers Benefit Protection Act of 1990 ("OWBPA") and Minnesota Human Rights Act ("MHRA"). The OWBPA provides that an individual cannot waive a right or claim under the Federal Age Discrimination in Employment Act and any corresponding state law (collectively the "ADEA") unless the waiver is knowing and voluntary. The MHRA provides that no claim may be waived under the MHRA unless the waiver is also knowing and voluntary pursuant to the terms of the OWBPA and MHRA. Employee acknowledges and agrees that he has executed this Agreement voluntarily and with full knowledge of its consequences. In addition, Employee hereby acknowledges and agrees as follows:

This Agreement has been written in a manner that is calculated to be understood, and is understood, by Employee:

- (a) The release provisions of this Agreement apply to any rights Employee may have under the ADEA and MHRA.
- (b) The release provisions of this Agreement do not apply to any rights or claims Employee may have under the ADEA that arise after the date he executes this Agreement.
- (c) Employer hereby advises Employee to consult with an attorney prior to executing this Agreement.
- (d) Employer is giving Employee a period of twenty-one (21) days to consider this Agreement. Any changes made prior to Employee's signing this Agreement, whether material or immaterial, do not restart the twenty-one (21) day period. Employee may accept and sign this Agreement before the expiration of the twenty-one (21) day time period, but he is not required to do so by Employer. In the event this Agreement is not fully signed and returned within the twenty-one (21) day period, the terms and conditions set forth in this Agreement shall be deemed automatically rescinded and this Agreement and the offers of Employer hereunder shall be null and void.
- (e) For a period of fourteen (14) days following the signing of this Agreement, Employee may revoke this Agreement under the ADEA. Employee will provide written notice of any such revocation to Employer. For a period of fifteen (15) days following the signing of this Agreement, Employee may revoke his acceptance under the Minnesota Human Rights Act. This Agreement shall become effective on the sixteenth (16th) day after Employee signs it if it has not been revoked during the revocation period. To be effective, Employee's rescission must be in writing and delivered to William H. Reynolds, on behalf of the City of Shakopee, either by hand or by mail to:

William H. Reynolds
City Administrator
485 Gorman St.
Shakopee, MN 55379

within the rescission period. If mailed, the notice must be sent by certified mail – return receipt requested during the rescission period.

10. Integration.

The parties agree that this Agreement (together with the documents incorporated by reference) states the entire agreement of the parties and supersedes all prior and contemporaneous negotiations and agreements, oral or written. Each party expressly acknowledges that the other

party did not, directly, or indirectly, make any promises, representations, or warranties whatsoever, express, or implied, other than those contained in this Agreement. The parties further agree that this Agreement may be amended only by a subsequent writing signed by both of the parties.

11. Severability and Governing Law.

The parties agree that any provision of this Agreement that is held to be illegal, invalid, or unenforceable under present or future laws shall be fully severable. The parties further agree that this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never been a part of this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, a provision as similar to the illegal, invalid, or unenforceable provision as is possible and legal, valid, and enforceable shall be automatically added to this Agreement in lieu of the illegal, invalid, or unenforceable provision. The parties also agree that Minnesota law shall govern the validity and enforceability of this Agreement.

12. No Admission.

The parties agree that, by entering in this Agreement, neither party admits, and specifically denies, any violation of any local, state, or federal law, common or statutory. The parties recognize that this Agreement has been entered into in order to achieve an orderly separation and nothing contained herein shall be construed to be an admission of liability or a concession of any kind.

13. Resolution of Disputes.

Any dispute between the parties concerning the interpretation, application, or claimed breach of this Agreement shall be submitted to binding, confidential arbitration to be conducted in the city of Shakopee, state of Minnesota. Such arbitration shall be conducted pursuant to the rules of the American Arbitration Association governing employment disputes (but need not be administered by AAA) before an arbitrator licensed to practice law in Minnesota and familiar with employment law disputes. Prior to submitting the matter to arbitration, the parties shall first attempt to resolve the matter by the claimant's notifying the other party in writing of the claim, by giving the other party the opportunity to respond in writing to the claim within ten (10) days of receipt of the claim, and by giving the other party the opportunity to meet and confer. If the matter is not resolved in this manner, the dispute may then proceed to arbitration at the request of either party. Without regard to outcome, the parties shall bear equally the arbitrator's fees and expenses, as well as the administrative costs, if any, of this arbitration. Should any party institute any court action against the other with respect to any claim released by this Agreement or pursue any arbitrable dispute by any method other than arbitration as provided for in this paragraph, the responding party shall be entitled to recovery from the initiating party all damages, costs, expenses, and attorney fees incurred as a result of this action.

14. Injunctive Relief.

Each party understands that in the event of a breach or threatened breach of this Agreement, the other will suffer irreparable harm and will, therefore, be entitled to injunctive relief to enforce this Agreement in addition to any and all other legal or equitable remedies that may be available.

15. Review of Agreement and Voluntary Execution.

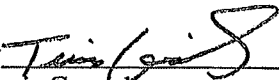
Employee acknowledges that this Agreement has been explained to him by his attorneys, that he has had adequate time to consider whether to sign this Agreement, that he understands the rights he is releasing and waiving by executing this Agreement, and that he has been given an opportunity to consult with his attorneys prior to executing this Agreement. Employee agrees and represents that he has been advised of and fully understands his right to discuss all aspects of this Agreement with counsel of his choice. Employee's execution of this Agreement establishes that he has had the opportunity to seek the advice of counsel by the date he signed this document. Employee agrees he has carefully read and fully understands all the provisions of this Agreement. Employee further acknowledges that he is executing this Agreement with full, knowing, and voluntary agreement as to its terms and without coercion, intimidation, or pressure of any kind.

16. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

EMPLOYEE HAS READ THE FOREGOING AND UNDERSTANDS THE EFFECT OF THIS AGREEMENT. HE ACKNOWLEDGES HE IS RELEASING HIS LEGAL RIGHTS. EMPLOYEE UNDERSTANDS THAT THIS AGREEMENT IS SUBJECT TO APPROVAL BY THE CITY OF SHAKOPEE AND, UNTIL APPROVED, IS VOIDABLE BY EITHER PARTY AT ANY TIME PRIOR TO COUNCIL APPROVAL.

Dated this 10 day of November, 2021.

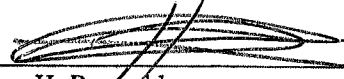
By 
Travis Goerish

Dated this 10 day of November 2021.

By 
~~Jim Roberts~~ SEAN McKus
Law Enforcement and Labor
Services, Inc.

Dated this 10 day of NOVEMBER, 2021.

CITY OF SHAKOPEE

By 
William H. Reynolds
City Administrator

On this _____ day of _____, 2021
this agreement was approved by the City of
Shakopee City Council Minutes are attached.

ATTACHMENTS:

- A: Waiver of 21-Day Review
- B. Separation Letter

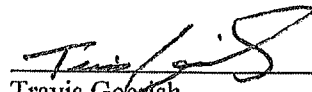
A.

WAIVER OF 21-DAY REVIEW

I, Travis Goerish, understand that I may take up to twenty-one (21) days from receipt of the Separation Agreement and Release of All Claims to review the document and determine whether to accept it. I hereby knowingly and voluntarily waive the twenty-one (21)-day review provision of this Agreement. I acknowledge and understand that this Waiver is part of the Separation Agreement and Release of All Claims between myself, Travis Goerish, and the City of Shakopee, as such includes all rights and claims arising prior to or on the effective date of the Separation Agreement and Release, including, but not limited to, the Age Discrimination in Employment Act of 1967, Title VII of the Civil Rights Act of 1964, and any public policies of the State of Minnesota.

Prior to executing this Waiver and the Separation Agreement and Release of All Claims, I acknowledge that I have had an opportunity to consult with an attorney, and I fully understand the terms of this Waiver and the Agreement. I have not been compelled into signing it by anyone associated with the City of Shakopee and have entered into the Agreement and Waiver voluntarily and of my own free will.

Dated this 10 day of November, 2021.


Travis Goerish

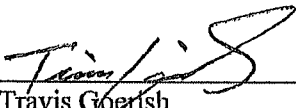
B.

Travis Goerish

November 5, 2021

William H. Reynolds
City Administrator
485 Gorman St.
Shakopee, MN 55379

I hereby separate my employment and resign my position as a Police Officer with the City of Shakopee effective November 5, 2021.



Travis Goerish