

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made and entered into this 6th day of JULY, 2020 (the "Effective Date"), by and between: **JIM THOMAS** (the "Employee"); and **THE CITY OF CLAREMORE, OKLAHOMA** (the "City").

RECITALS:

- A. A dispute has arisen between Employee and City with regard to various issues related to Employee's employment.
- B. Employee and City have agreed to enter into this Agreement as a means of settling any and all disputes and obligations of whatever nature or kind existing between them.
- C. The parties hereto agree that by entering into this Agreement, neither party admits that their respective positions with regard to the dispute between the parties were in any fashion incorrect.

THEREFORE, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound, the parties hereto agree as follows:

1. Resignation. Employee agrees to forthwith sign and tender Employee's written resignation in the form attached hereto as **EXHIBIT A**, which resignation the City agrees to, and does hereby, accept. Employee will be paid Employee's regular salary through the effective date of Employee's resignation, less all lawful withholdings. Employee will also be paid **ONE HUNDRED FORTY-TWO THOUSAND, FORTY-ONE DOLLARS AND TWELVE CENTS (\$142,041.12)**, less all lawful withholdings, **PLUS** up to **TWO HUNDRED AND FORTY (240)** hours of accrued, but unused, vacation, less all lawful withholdings (the "Payment"). The Payment will be made on the 8TH day after this Agreement is fully executed by the parties **OR** the next regular pay date for all other City employees, whichever is later. The City will also make contributions to Employee's deferred compensation account and/or retirement account on the Payment at the same rate as it makes on his regular compensation.
2. Release of City. Except for the obligations created by this Agreement, **AND IN CONSIDERATION OF THE PAYMENT, EMPLOYEE HEREBY RELEASES CITY OF ANY AND ALL CLAIMS, LIABILITIES OR ACTIONS, KNOWN OR UNKNOWN, WHICH EMPLOYEE PRESENTLY HAS OR WHICH EMPLOYEE EVER HAD AGAINST THE CITY, ITS AGENTS, EMPLOYEES, REPRESENTATIVES, ADMINISTRATORS, COUNCIL MEMBERS, ATTORNEYS, ASSIGNS AND SUCCESSORS, AS OF THE EFFECTIVE DATE, INCLUDING, BUT NOT LIMITED TO, CLAIMS UNDER THE LAWS AND REGULATIONS REFERENCED HEREIN AND**

TO ANY AND ALL HEARING AND DUE PROCESS RIGHTS TO WHICH EMPLOYEE MIGHT OTHERWISE BE ENTITLED BY LAW, ORDINANCE OR CITY POLICY.

3. Laws and Regulations. Employee realizes there are many laws and regulations regulating employment or claims related to employment pursuant to which Employee could possibly have rights or claims. These include, without limitation, Title VII of the Civil Rights Act of 1964, as amended, including the Equal Employment Opportunity Act of 1972; the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"); the Americans With Disabilities Act of 1990; the National Labor Relations Act, as amended; the Civil Rights Act of 1991; 42 U.S.C. §§ 1981 and 1983, and various other federal, state and local human rights, fair employment and other laws. Employee also understands there are other statutes and laws of contract and tort otherwise relating to Employee's employment. **IN CONSIDERATION OF THE PAYMENT, EMPLOYEE INTENDS TO, AND DOES HEREBY, WAIVE AND RELEASE ANY RIGHTS EMPLOYEE MAY HAVE UNDER THESE AND ANY OTHER LAWS.**

4. ADEA and OWBPA Time Factors. Employee understands that under the Age Discrimination in Employment Act ("ADEA") and the Older Worker's Benefit Protection Act ("OWBPA"), Employee has a period of 21 days within which to consider this Agreement. Employee has reviewed this Agreement, and hereby waives the 21-day period. In addition, Employee understands that Employee has a period of 7 days following Employee's execution of this Agreement in which to revoke this Agreement, and this Agreement will not become effective or enforceable until the revocation period has expired. Employee further understands that this Agreement does not waive any ADEA or OWBPA claims arising after this Agreement is executed.

5. Complete Agreement. Employee and City agree and acknowledge that this Agreement comprises the entire understandings, agreements and obligations of whatever nature or kind between the parties with regard to the resolution of Employee's employment status with City and any payments due to or on behalf of Employee by City, and that no other obligations, agreements or duties of any kind exist between the parties other than as stated herein.

6. Legal Representation. Employee and City agree and acknowledge that each has had the opportunity to be represented by legal counsel in connection with the negotiation and execution of this Agreement; that each understands their rights, duties and obligations under this Agreement; and each has entered into this Agreement freely and voluntarily.

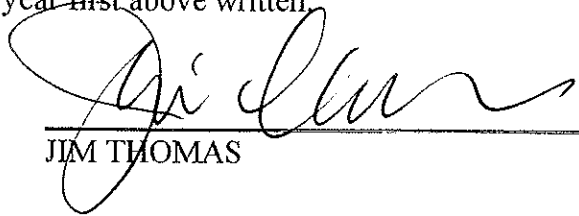
7. Property Exchange. Within ten (10) days of the execution of this Agreement, at a mutually convenient time, Employee shall be allowed to retrieve Employee's personal effects from City, and Employee shall return to City all property of City which is in Employee's possession or to which Employee has access.

8. Execution. This Agreement has been made and executed in **Rogers County, Oklahoma**, and shall be interpreted, construed and enforced in accordance with the laws of the State of Oklahoma and before the courts of the State of Oklahoma.

9. Enforceability. If one or more provisions or terms of this Agreement are ruled unenforceable, the remainder of the provisions shall continue in full force and effect. City has not made any promises or commitments to Employee except as incorporated herein. All prior negotiations between City and Employee concerning the subject matter hereof are merged in this Agreement. This Agreement may not be modified, except by an instrument, in writing, mutually executed by Employee and by an authorized representative of City – after the proper Council approval, and which specifically refers to this Agreement. This Agreement may be executed in multiple counterparts, each of which, when executed, shall be deemed an original.

EXECUTED as of the day and year ~~first~~ above written.

Employee:



JIM THOMAS

City:

THE CITY OF CLAREMORE, OKLAHOMA

By: 

Mayor

Attest: 


City Clerk



EXHIBIT A

RESIGNATION OF JIM THOMAS

I hereby voluntarily and irrevocably resign my employment with The City of Claremore, Oklahoma, effective immediately.



Jim Thomas