

**RESIGNATION AGREEMENT, WAIVER AND RELEASE BETWEEN: CITY OF
WHITEWATER AND AARON RAAP**

THIS AGREEMENT is made and is effective following its execution and the expiration of the revocation period (the "Effective Date") by and between the City of Whitewater (the "City") and Aaron Raap ("Employee" or "Raap").

WHEREAS, Employee has been employed by the City as Chief of Police and is subject to an Employment Agreement;

WHEREAS, Employee has expressed a desire to resign and retire on June 30, 2022;

WHEREAS, Employee and the City desire to retain amicable relations and cooperation throughout the entirety of this agreement and they desire to amicably resolve any and all outstanding differences and concerns;

WHEREAS, the City and Employee desire, through this Agreement, to resolve any claims between the parties related to Employee's employment with the City and Employee's separation from employment;

WHEREAS, Employee desires, through this Agreement, to finalize his separation from employment with the City, to resign and retire, and to accept the terms of this Agreement.

NOW, THEREFORE, the parties to this Agreement, in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. **Employment, Separation Date and Payment.** In consideration for Employee's commitments under this Agreement, Employee and the City agree the Employee's voluntary and irrevocable resignation and retirement is effective on June 30, 2022 (the "Resignation Date"). The City relies on and accepts Employee's irrevocable resignation and retirement and the parties agree the City's reliance is genuine and binding on the parties. The parties agree to mutually terminate Employee's Employment Agreement, a copy of which is attached hereto, effective on ratification of this Agreement.

Following the Resignation Date, Employee shall receive his accrued, unused vacation leave. The aforementioned payments shall be paid at Employee's straight time hourly rate of pay in effect as of the Effective Date. Employee and his qualified dependents may timely and properly elect COBRA coverage in accordance with applicable law if eligible. From the Resignation Date until December 31, 2022, Employee will continue to be paid only Employee's regular hourly wage as if regularly scheduled to work until December 31, 2022, with his pay rate adjusted effective January 1, 2022 by 2.25% and the medical insurance stipend of \$400.00 per month from July through December (collectively the "Salary Continuation Pay") and with the understanding that such Salary Continuation Pay shall offset any unemployment insurance benefits due to Employee for the periods of time that such payments are applicable. All Salary Continuation Pay made under this

Agreement shall be paid on a schedule with the City's regular payroll practices and subject to applicable withholdings. Employee understands and agrees the City has no obligation to continue Employee's benefits or pay Employee's premiums or contributions for any other benefits beyond the Resignation Date and Employee irrevocably waives any other rights to such benefits. For purposes of state and federal insurance continuation laws, including COBRA, the Resignation Date shall be considered the "Qualifying Event." Employee acknowledges and agrees that he is entitled to no further payments or benefits, unless otherwise stated in this Agreement, and hereby waives any other rights to compensation or benefits from the City.

2. **Waiver and Release.** In consideration of the City's obligations and promises under this Agreement, Employee does hereby fully and forever discharge and release the City, which includes all departments and agencies, and all of the foregoing's past and present employees, officials, agents, representatives, insurers, and attorneys (collectively, the "Released Parties"), from any and all actions, causes of action, claims, demands, damages (including but not limited to punitive damages), costs, expenses, attorneys' fees, and compensation on account of, or in any way growing out of any and all known and unknown damage resulting to or to result from any action or omission by the Released Parties which arose on or before the date of Effective Date of this Agreement.

By way of example only and without in any way limiting the generality of the foregoing language, Employee's release shall include all claims for relief or causes of action under the City's employee handbook or personnel manual, policies, or rules, Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act of 1991, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. secs. 791, 793 and 794; the Genetic Information Nondiscrimination Act of 2008 – Public Law 110-233; the Civil Rights Enforcement Statutes, 42 U.S.C. secs. 1981 through 1988; the Age Discrimination in Employment Act, (as amended by the Older Workers Benefit Protection Act, P.L. 101-433, sec. 201; 104 Stat. 983; amending 29 U.S.C. § 626); the Lilly Ledbetter Act, 42 U.S.C. 2000e-5; the Equal Pay Act, 29 U.S.C. 206; Employee Retirement Income Security Act of 1974, 29 U.S.C. sec. 1001, et seq.; the National Labor Relations Act; 29 U.S.C. sec 151, et seq.; the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651 et seq.; the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601 et seq.; the Sherman Act, as amended, 15 U.S.C. §1 et seq., §15 U.S.C. §12 et seq.; the Wisconsin Fair Employment Laws, § 111.33, et seq.; the Wisconsin Family and Medical Leave Act, § 103.10, Wis. Stats., Wisconsin Statute Section 111.70; state and federal Whistleblower laws, and any other federal, state or local statute, ordinance, or regulation or public policy dealing in any respect with employment, discrimination, harassment, retaliation, adverse employment action, or separation of employment, including any claims alleging a violation of public policy, and, in addition, from all claims, demands, or actions brought on the basis of alleged wrongful or retaliatory discharge, breach of an oral or written contract, misrepresentation, defamation, interference with contract or intentional or negligent infliction of emotional distress, damage to business or professional reputation, conspiracy, negligence, invasion of privacy, or any other intentional tort or negligence

claim or contract claim of any sort under the common law of any state or other jurisdiction.

The parties understand and agree Employee affirmatively waives any right to personal relief under a charge, lawsuit, or claim filed against the Released Parties with the Equal Employment Opportunity Commission or Equal Rights Division to the extent such relief is legally subject to waiver.

The parties understand and agree Employee waives any right to and shall not accept or recover any monetary damages or any other damages or anything of value from the Released Parties as a result of filing a lawsuit, charge, claim, or action or for participating in any investigation or proceeding, or for any related claim, action or judgment against the Released Parties. Employee agrees that in the event Employee, or another person on Employee's behalf, files for or receives any money or benefit as a result of such lawsuit, charge, claim, action, investigation, charge or proceeding or related claim, action or judgment, that is paid by the Released Parties, then Employee shall indemnify and fully reimburse the Released Parties for its costs and attorneys' fees in defending the action, regardless of the outcome of any case, and Employee shall indemnify and fully reimburse the Released Parties for any amounts paid to Employee, to Employee's attorneys or on Employee's behalf within ten days of the receipt of such payment.

This Section shall have no effect on and shall not apply to any claim by Employee pursuant to Wisconsin's worker's compensation laws, any claim pursuant to Wisconsin's unemployment compensation laws, any claim pursuant to Wis. Stat. § 40.65, any claim to retirement benefits under the Wisconsin Retirement System, or any claim to challenge the validity of this Agreement.

3. **Effect of the Release.** Employee intends, in executing this Agreement, that it shall be effective as a bar to each and every claim, demand and cause of action described in Section 2.
4. **Advice to Consult Legal Counsel.** Because this Agreement includes a waiver of Employee's rights under Title VII of the Civil Rights Act of 1964, the Wisconsin Fair Employment Act, and the other statutes and claims referred to in Section 2, Employee is advised to consult an attorney before he signs this Agreement.
5. **Older Workers Benefit Protection Act.** This Agreement is governed by the Older Workers Benefit Protection Act. Under this Act, Employee has been offered at least twenty-one (21) days after being given this Agreement during which he may consider whether or not to sign this Agreement. Further, in compliance with that Act, Employee has seven (7) days following his signing of this Agreement during which he may revoke this Agreement. Therefore, this Agreement will not be effective or enforceable until the eighth day after the date Employee signs this Agreement for delivery to the City (the "Effective Date"). To be effective, a revocation must be received in writing within the seven (7) day period by the City Manager. The parties understand and agree that, if

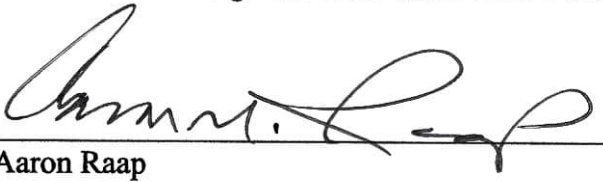
Employee revokes this Agreement within the seven-day period referred to above, the City will not have any obligation to Employee under this Agreement.

6. **Resignation Letter.** By no later than noon on June 30, 2022, Employee shall submit a binding and irrevocable resignation letter to the City's Fire and Police Commission for placement in Employee's personnel file, with such letter and decision to resign being irrevocable and binding on Employee. In exchange for the consideration in this Agreement, Employee hereby waives any rights he may have to continue his employment contract or seek or receive reinstatement with the City in any capacity and agrees not to apply for or otherwise seek employment at any time with the City or any affiliated entity.
7. **Employment Reference.** The City shall prepare a letter in accordance with the document identified in Exhibit A, and the City shall provide a copy to any potential employer of Employee requesting an employment reference.
8. **No Admission of Liability.** The parties' participation in this Agreement is not to be construed as an admission of any wrongdoing or liability whatsoever by or on behalf of Employee, the City, or the Released Parties. For ACAIDAS purposes, Employee shall be classified as resigned prior to completion of an internal investigation, and for HR 218 purposes resigned in good standing as he has not been terminated.
9. **Employee Acknowledgement.** Employee further states and agrees that he has read this Agreement, that he has had the opportunity to have it fully explained to him by an attorney or other representative or advisor, that he fully understands its final and binding effect, and that the only promises made to him to sign this Agreement are those stated in this Agreement, and that he is signing this Agreement freely and voluntarily.
10. **Miscellaneous.**
 - (a) The City agrees to provide Employee with a Whitewater Police Department identification card on or after June 30, 2022, noting his highest achieved rank (Chief of Police) and noting his status as retired.
 - (b) The City agrees to provide Employee with his class A uniform, cap, and accompanying shield.
 - (c) The City agrees to permit Employee the opportunity to clear his Police Department office of all personal items.
11. **Choice of Law, Severability, and Entire Agreement.** This Agreement shall be construed and enforced in accord with the laws of the State of Wisconsin. It constitutes the entire agreement between the parties as to issues provided for in this Agreement. Headings are for the convenience of the parties only and shall not affect the interpretation or application of this Agreement. This Agreement is the product of mutual negotiations, and no rules of strict construction shall be applicable against either party. If for any reason a court of competent jurisdiction finds a provision of this Agreement to be illegal or unenforceable, the offending provision will be deemed amended or deleted to the extent necessary to conform to applicable law, with the exception that if the waiver and

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release under Section 2 of this Agreement is found to be illegal or unenforceable by any court of competent jurisdiction and cannot be amended or deleted to the extent necessary to conform to applicable law, then this Agreement shall become null and void at the City's discretion, and the City shall have no further obligation to Employee under this Agreement. This Agreement may be executed in counterparts and shall be as effective as if executed on one document. Facsimile signatures shall be as effective and valid as original signatures. This Agreement shall only be valid and binding upon the signatures of all parties.

IN WITNESS THEREFORE, the undersigned state that they have carefully read the foregoing Agreement, know and understand its contents and sign the same under their own free will, being duly authorized to do so.

06-20-2022 
Date Mr. Aaron Raap

On Behalf of the City of Whitewater

Date

Date

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EXHIBIT A

[ON CITY LETTERHEAD]

[DATE]

RE: Aaron Raap

Dear Sir or Madam:

Aaron Raap was employed by the City of Whitewater as Chief of Police and as an employee of the City under my command as City Manager of the City of Whitewater.

Mr. Raap commenced employment on June 1, 2018, until his resignation and retirement on June 30, 2022.

I wish Mr. Raap well in his future endeavors.

Sincerely,

Cameron Clapper
City Manager
City of Whitewater

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