

RESIGNATION AGREEMENT AND RELEASE OF CLAIMS

THIS RESIGNATION AGREEMENT AND RELEASE OF CLAIMS (hereinafter referred to as the “Agreement”) is entered into by and between City of Wauwatosa (hereinafter “City”), the Wauwatosa Peace Officers’ Association, hereinafter “Association”) and Joseph Mensah (hereinafter “Officer Mensah”).

In consideration of the mutual covenants and consideration hereinafter set forth and conditioned upon the Side Agreement entered into between the City, Officer Mensah and the Association dated Monday, November 16, 2020, the parties hereto agree as follows:

1. Non-Admission. This Agreement is made in full, final and complete compromise and settlement of any disputed claims between the City, the Association and Officer Mensah. Neither the negotiation, undertaking, agreement to provide nor actual provision of payments and/or benefits under this Agreement shall in any way be construed as an acknowledgment or admission by the City of any liability or wrongdoing whatsoever under federal, state or local law. Additionally, this Agreement shall not create any precedent or past practice.

2. Resignation. Officer Mensah hereby acknowledges his irrevocable resignation from employment with the City effective at the close of business, Monday, November 30, 2020. The City hereby accepts the resignation.

3. Severance Payments. The City agrees that certain pay and benefits shall be payable to Officer Mensah due to the resignation without need for consideration. Therefore, regardless of whether or not Officer Mensah elects to sign this Agreement the City shall pay to Officer Mensah the following on the pay date of 12/17/2020:

3.1 All pay earned and not paid through the date of resignation.

3.2 All earned unused and unpaid accrued vacation (\$3,687.22), accruing vacation (\$4,224.94), overtime (\$2,421.66), professional leave (\$322.63) and longevity (per bargaining agreement) through the date of resignation pursuant to the bargaining agreement.

4. Consideration. Officer Mensah acknowledges that the City is providing separate valuable consideration in the event Officer Mensah signs this Agreement. For such consideration, including but not limited to the waiver and release set forth herein, the City agrees to provide the following:

4.1 The City shall pay to Officer Mensah severance payments equivalent to thirteen (13) months’ pay (Through December 31, 2021) to Officer Mensah minus appropriate payroll tax deductions required by law, and Officer Mensah’s share of the cost of COBRA health insurance continuation. The parties agree that such total allocated severance amount, minus appropriate payroll tax

deductions required by law and Officer Mensah's share of the cost of COBRA health insurance continuation, shall be paid starting on the first pay date following the date of resignation and thereafter payable on the regular City pay dates through the time period of this Agreement.

4.2 The City shall pay its share of the COBRA health insurance premium amount for a single plan on behalf of Officer Mensah for the first thirteen months (Through December 31, 2021), following the date of resignation, or unless Officer Mensah becomes eligible for other employer provided health insurance, whichever occurs sooner. To the extent Officer Mensah elects to continue COBRA health insurance beyond December 31, 2021, the full COBRA premiums would be made by Officer Mensah as set forth by law.

4.3 The City agrees to pay into the City's Section 457(b) deferred compensation plan an amount of \$19,500 in Officer Mensah name with such payment to be made no later than the date of resignation from employment.

4.4 The City agrees to pay to Officer Mensah a one time additional severance payment of fifteen thousand dollars (\$15,000), minus appropriate payroll tax deductions required by law, with such payment to be made on the City pay date of 12/17/2020.

5. Acceptance Procedures. The City wishes to ensure that Officer Mensah voluntarily agrees to the terms and conditions contained in this Agreement and does so only after they are fully understood by him. Accordingly, Officer Mensah acknowledges the following:

5.1. This document constitutes the complete understanding between the City and Officer Mensah concerning all matters addressed herein. If Officer Mensah accepts this Agreement, it shall supersede all prior agreements, understandings and practices concerning such matters including, but not limited to, any contracts, personnel documents, handbooks or policies and any prior customs or practices of the City, but would be subject to any directly related side agreement between the City and the Association dated November 16, 2020 involving Officer Mensah's resignation

5.2. This document and its interpretation shall be governed and construed in accordance with the laws of Wisconsin. It shall be binding upon the parties hereto and their respective successors and assigns.

5.3. The provisions of this Agreement are severable and, accordingly, if any provision of this Agreement is held by any court or agency of competent jurisdiction to be unenforceable for whatever reason, the remaining provisions herein shall continue to bind the parties and be fully enforceable.

5.4 It is specifically agreed that in the event of any pending or future legal proceeding which is waived and/or released by this Agreement, this Agreement shall serve as a full and complete defense to any such proceeding. It is further agreed that should any party breach any term of this Agreement, the non-breaching party shall be entitled to take any and all legal action, including without limitation, recovery of any sums paid pursuant thereto, the cost of such legal action which shall be borne by the breaching party, including actual attorney fees and costs.

6. Waiver. Officer Mensah, on behalf of himself, his heirs and assigns, hereby irrevocably and unconditionally releases and discharges the City, its respective agents, officers, representatives and employees (whether past or present) and its related companies, subsidiaries, successors and assigns from any and all grievances, claims, demands, rights, damages, costs, losses, suits, actions, causes of action, attorney's fees and expenses of any nature whatsoever, in law or equity, known or unknown, arising from or by reason of any matter, act, omission, cause or anything whatsoever, whether known or unknown, foreseen or unforeseen, arising prior to the signing of this Agreement including, without limitation, any and all claims by or on behalf of Officer Mensah that the City ever committed any statutory violation or other wrong with respect to Officer Mensah relating to or arising out of his employment with the City; any and all claims or other liability or damage of any nature whatsoever which has arisen or might have arisen from alleged acts, omissions, events, circumstances or conditions related to Officer Mensah's employment with the City; his resignation from the City and any and all claims arising out of any alleged violations of any contract, express or implied, any covenant of good faith and fair dealing, express or implied, any tort (including, but not limited to, claims of willful or negligent infliction of emotional harm, liable, slander and invasion of privacy), any federal, state or local law, whether statutorily codified or not, governing discrimination in employment, the payment of wages and benefits or the breach of an express or implied contract of employment, wrongful discharge or other governmental statute including, but not limited to, the Wisconsin Fair Employment Act, §§ 111.31-111.395, Wis. Stats., Title VII of the Civil Rights Act of 1964, 42 U.S.C. Secs. 2000e et seq., as amended by the Civil Rights Act of 1991; the Equal Pay Act; Ch. 109, Wis. Stats.; and the Americans with Disabilities Act.

Notwithstanding any part of this Agreement, Officer Mensah shall not be prohibited from participating in any subsequent investigation or proceeding conducted by the federal Equal Employment Opportunities Commission or state Equal Right Division. No part of this Agreement is intended to or shall interfere with Officer Mensah's right to participate in a subsequent proceeding with any appropriate federal, state or local government enforcing discrimination laws, nor shall this Agreement prohibit Officer Mensah from cooperating with any such agency in its investigation. Notwithstanding this provision, Officer Mensah understands that he forever waives and relinquishes any right to recover damages, costs and/or attorney fees resulting from any such charge or complaint against the City.

However, this Agreement excludes, and Officer Mensah does not waive, release or discharge, (i) claims which cannot be waived by law, and (ii) any matters that arise after the date of this Agreement.

Notwithstanding the foregoing, the parties acknowledge that Officer Mensah may make an application for benefits under Wis. Stat. § 40.63 and § 40.65 with the Wisconsin Retirement System (“WRS”) / Department of Employee Trust Funds (“ETF”), and while the City does not by its signature to this Agreement indicate any opinion as to the validity of those claims it understands that this Agreement does not act as a waiver or release of those claims.

7. Affirmations. Officer Mensah agrees to dismiss his pending claim regarding his suspension from the Police & Fire Commission and affirms that he has not filed or caused to be filed, and is presently not a party to, any other claim, complaint or action against the City in any forum other than that addressed herein. Officer Mensah further affirms that he has not been denied any leave requested under state or federal family and medical leave provisions.

8. No Further Claims. In further consideration, Officer Mensah and the Association agree not to file any action, claim, grievance, law suit or other such matter against the City, including but not limited to the City’s agents, officers, representatives and employees (whether past or present) and its related companies, subsidiaries, successors and assigns as it relates to Officer Mensah’s employment with the City, this severance and this Agreement, except as set forth herein and except as necessary to enforce this Agreement.

9. No Disparagement. Officer Mensah agree not to disparage the City or its respective agents, officers, members, representatives or employees, whether past or present, regarding any matter relating to, arising out of or in any way connected with Officer Mensah’s employment with the City. The City agrees not to disparage Officer Mensah regarding any matter relating to, arising out of or in any way connected with Officer Mensah’s employment with the City. The “City” for the sake of this paragraph shall be the Mayor, City Council, City Administrator and Department Heads of the City. This provision does not apply to the release of public records in response to public records requests under Wisconsin law.

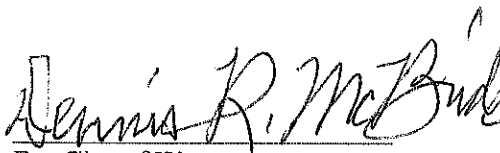
10. Re-employment. Officer Mensah understands and agrees that as a condition of this Agreement, he shall not be entitled now, or hereafter, to any employment or re-employment with the City and further agrees not to institute any action, lawsuit or proceeding against the City for any failure to employ or re-employ him.

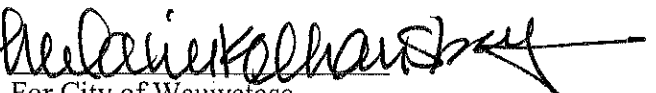
11. Extent of Association Representation. The Association signs this Agreement only as to the extent this Agreement discusses rights covered under the CBA, and any related state or federal laws enforcing the same. The Association’s signature does not indicate any opinion by its representatives, agents, or employees regarding the rights Officer Mensah may have under any state, federal or local law prohibiting discrimination on the basis of any protected class or prohibiting retaliation in any way related to the filing of such any claim. The Association nor its representatives, agents, or employees make any representation by their signature of Officer Mensah’s rights under any such claim.

12. Duty of Fair Representation. Officer Mensah acknowledges that the Association has met its Duty of Fair Representation of him in that the Association has represented his interests under the CBA fairly, impartially and without discrimination.

13. Interpretation. The parties acknowledge that this Agreement shall not be construed against either party on the grounds of sole authorship. No provision of this Agreement may be modified, waived or discharged unless its waiver, modification or discharge is agreed upon in writing and signed by Officer Mensah and such officer as may specifically be designated by the City.

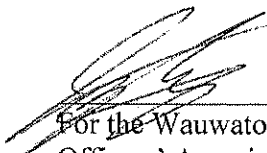
14. Voluntary Agreement. Officer Mensah acknowledges that he has read all the terms of this Agreement and understands the terms of this agreement, including the fact that he has agreed to permanently and irrevocably sever his employment relationship with the City and that, subject to the exceptions set forth in Paragraph 6 above, this Agreement releases the City from any legal action arising from Officer Mensah's employment relationship and the termination of his relationship by the City. Neither the City, nor its agents, representatives nor employees have made any representations to Officer Mensah concerning the terms or effects of this Agreement, other than those contained in this Agreement. Officer Mensah signs this Agreement knowingly, voluntarily and of his own free will in exchange for the consideration to be given to him, which he acknowledges in adequate and satisfactory. Officer Mensah acknowledges that he has reviewed this Agreement with legal counsel and Association representation prior to signing this Agreement.

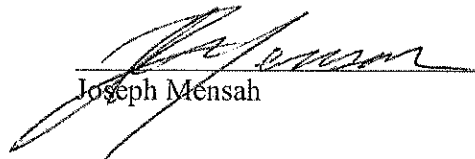

For City of Wauwatosa


For City of Wauwatosa

Date: Nov. 18, 2020

Date: 11/18/2020


For the Wauwatosa Peace
Officers' Association


Joseph Mensah

Date: 11/16/20

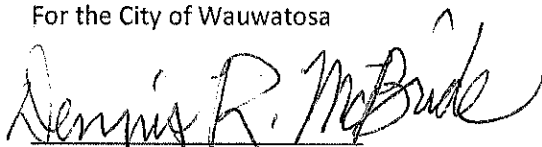
Date: 11/16/20

Side Agreement

This Side Agreement is entered into between the City of Wauwatosa (hereinafter "City"), Officer Joseph Mensah (hereinafter "Officer Mensah") and the Wauwatosa Peace Officers' Association (hereinafter "Association"). As implemented in the settlement agreement reached in Officer Mensah's signed Resignation Agreement and Release of All Claims (hereinafter Agreement) dated 11/16/20, the City, Officer Mensah and the Association agree to the following:

1. The Agreement between the City, Officer Mensah and the Association is contingent upon the City of Wauwatosa Police & Fire Commission rescinding Officer Mensah's suspension and dismissing any pending charges, including citizen complaints against Officer Mensah.
2. Officer Mensah will dismiss his claim regarding his suspension by the Police & Fire Commission.
3. Nothing in the Agreement would limit or prohibit Chief Weber from providing Officer Mensah a positive letter for recommendation, as determined by Chief Weber.
4. For inquiries for references made to the City, the City will respond with a neutral reference, a matter separate from a recommendation that may be put forth from Chief Weber.
5. That as Officer Mensah's resignation would be effective after the date of dismissal of any charges, the City would respond in documentation provided to the Department of Justice that Officer Mensah "resigned", recognizing he did not resign in lieu of an existing investigation or charges.

For the City of Wauwatosa



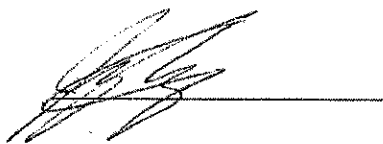
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For the City Of Wauwatosa:



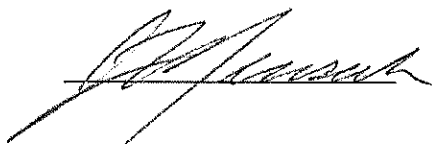
Date: 11/18/2020

For the City of Wauwatosa
Peace Officers' Association



Date: 11/16/20

For Officer Joseph Mensah



Date: 11/16/20