

RESOLUTION NO. 2019 - 032

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT
BETWEEN JOSEPH HUFFAKER AND THE CITY OF ROHNERT PARK**

WHEREAS, on or around July 10, 2018, the City of Rohnert Park ("City") received the results of Internal Affairs Investigation Number 2018-01, which the City believes indicates that Joseph Huffaker ("Huffaker") engaged in misconduct that warrants termination;

WHEREAS, on or around November 28, 2018, the City served on Huffaker a Notice of Intent to Discipline (Discharge of Employment), indicating that the City intended to terminate Huffaker's employment;

WHEREAS, Huffaker contends that he committed no misconduct, and that no discipline is warranted, and has indicated that he would appeal any discipline imposed; and

WHEREAS, Huffaker and the City desire to resolve all claims associated with this matter and enter into the Settlement Agreement attached to this resolution as Exhibit A and incorporated herein by reference ("Settlement Agreement").

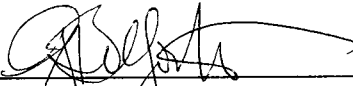
NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Rohnert Park does hereby resolve, determine, find and order as follows:

SECTION 1. Approval of Agreement. The Settlement Agreement between Huffaker and the City is hereby approved.

SECTION 2. Authorization. The City Manager is hereby authorized to execute the Settlement Agreement in substantially similar form to the attached Exhibit A, subject to minor modification by the City Manager or City Attorney.

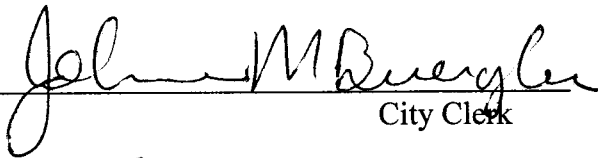
PASSED, APPROVED AND ADOPTED on this 26th day of March, 2019.

CITY OF ROHNERT PARK



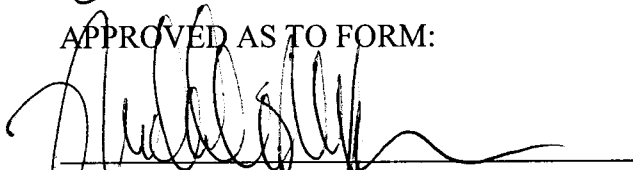
Gina Belforte, Mayor

ATTEST:



City Clerk

APPROVED AS TO FORM:



Michelle Marchetta Kenyon, City Attorney

Exhibits: Exhibit A – Settlement Agreement and Mutual Release

ADAMS: Aye MACKENZIE: Aye STAFFORD: Aye CALLINAN: Aye BELFORTE: No
AYES: (4) NOES: (1) ABSENT: (0) ABSTAIN: (0)

SETTLEMENT AGREEMENT

This SETTLEMENT AGREEMENT ("AGREEMENT") is entered into between Joseph HUFFAKER, an individual ("HUFFAKER"), and the CITY OF ROHNERT PARK ("CITY").

WHEREAS, on or around July 10, 2018, CITY received the results of Internal Affairs Investigation Number 2018-01 ("IA 2018-01"), which CITY believes indicates HUFFAKER engaged in misconduct that warrants termination;

WHEREAS, on or around November 28, 2018, CITY served on HUFFAKER a Notice of Intent to Discipline (Discharge of Employment) ("Notice of Intent"), indicating that CITY intended to terminate HUFFAKER's employment;

WHEREAS, HUFFAKER contends that he committed no misconduct, and that no discipline is warranted; and

WHEREAS, the parties hereto wish to avoid the additional expense, time and risks of litigation and wish to resolve the pending disciplinary action without further administrative proceedings or litigation.

NOW, THEREFORE, in consideration of the mutual promises and obligations herein, the parties agree as follows:

1. Nothing in this AGREEMENT shall be interpreted or construed to be an admission on the part of, nor to the prejudice of CITY. CITY expressly denies any and all liability from or related to IA 2018-01.

2. Nothing in this AGREEMENT shall be interpreted or construed to be an admission on the part of HUFFAKER, nor to the prejudice of HUFFAKER, with regard to the allegations set forth in the Notice of Intent. HUFFAKER expressly denies committing the misconduct as alleged in the Notice of Intent.

3. HUFFAKER hereby specifically acknowledges that he understands and agrees that this AGREEMENT shall act as a full and final release of all claims, known or unknown, whether or not asserted, arising from circumstances asserted by HUFFAKER in connection with the Notice of Intent.

4. HUFFAKER agrees to voluntarily resign effective the date that this AGREEMENT is fully executed with all necessary signatures. HUFFAKER will forward a letter of resignation to the CITY within five (5) days of execution of this AGREEMENT. The letter of resignation will be attached to this AGREEMENT as Exhibit A. A copy of HUFFAKER's resignation may be entered into HUFFAKER's official personnel file at the CITY. CITY agrees to accept HUFFAKER's resignation.

5. HUFFAKER voluntarily and knowingly withdraws his appeal of IA 2018-01 and voluntarily and knowingly waives his right to any further administrative proceedings.

6. HUFFAKER voluntarily and knowingly waives any and all rights to file with any federal, State or local agency, or any other administrative agency, or court of law or any other governmental entity, any appeal, charge, complaint, or other claims(s) arising from or related to the above-mentioned Notice of Intent. In addition, HUFFAKER voluntarily and knowingly waives all claims against the ROHNERT PARK City Council, the City of ROHNERT PARK, the ROHNERT PARK Public Safety Department, or any of their respective officers, agents, or employees unless expressly stated in this AGREEMENT.

7. Within 30 days of receipt of HUFFAKER's letter of resignation, the CITY shall pay HUFFAKER the settlement amount of \$75,000 as complete satisfaction of any and all existing and future claims, by and on behalf of HUFFAKER, his heirs and/or assigns, in dispute of or arising from HUFFAKER's employment with and separation from the CITY, including but not limited to any claim for attorney's fees, expenses, and costs. HUFFAKER shall be responsible for the payment of any deductions for appropriate taxes associated with the settlement amount. The settlement check shall be sent to HUFFAKER c/o his attorney, Justin Buffington. The CITY shall make the check payable to "RLS Lawyers in Trust for Joseph Huffaker."

8. CITY has not sustained any findings based on IA 2018-01, and the attendant administrative process has not yet concluded. As indicated in Paragraph 6 of this AGREEMENT, HUFFAKER waives all rights to continuation or completion of the investigation or administrative process, including but not limited to any evidentiary appeal or any filing in State or federal court.

9. CITY will maintain all documents related to Internal Affairs Investigation #2018-01 in HUFFAKER's personnel file. All documents in HUFFAKER's personnel file will remain confidential to the extent permitted by State and federal law.

10. Notwithstanding any other section of this AGREEMENT, when responding to requests from prospective employers regarding HUFFAKER, CITY shall comply with its obligations, if applicable, under Government Code Section 1031.1. If CITY is contacted by a prospective employer that does not present an authorization and release signed by HUFFAKER, CITY will disclose only the dates of HUFFAKER's employment, the positions he held, and the salary he received upon termination.

11. HUFFAKER agrees to neither seek nor accept reemployment with CITY, regardless of any employment list eligibility or any voluntary, permissive, or mandatory return rights or privileges. In the event CITY inadvertently hires HUFFAKER, HUFFAKER may be dismissed without cause and HUFFAKER hereby waives all rights of appeal from said dismissal insofar as it is based on the terms of this AGREEMENT.

12. HUFFAKER expressly understands and acknowledges that he is waiving all rights set forth in Civil Code section 1542, which states as follows: A general release does not extend to claims, which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

13. This AGREEMENT does not waive any workers' compensation claims HUFFAKER may have. This AGREEMENT does not waive any right HUFFAKER may have to indemnity and defense should he be sued for any matter arising out of the course and scope of employment. This AGREEMENT does not waive HUFFAKER's right, if any, to file an application for disability retirement. CITY retains any and all rights to assert any defense or opposition that it may have should HUFFAKER assert any of the rights referenced in this paragraph. HUFFAKER acknowledges that, at this time, he is unaware of any injuries that might support a claim for workers' compensation benefits.

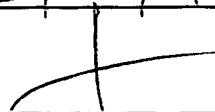
14. The parties agree to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purpose and terms of this AGREEMENT.

15. Each party signing this AGREEMENT represents that the party has carefully read each provision, that each signing party knows and understands each of the provisions of this AGREEMENT and its effect, and that each party signs and executes this AGREEMENT without any compulsion, coercion or undue influence whatsoever.

16. This AGREEMENT contains the entire agreement of the parties with respect to the subject matter hereof. All prior writings concerning the subject matter are hereby expressly superseded and are of no further force and effect. No variation or modification of this AGREEMENT shall be deemed valid unless set forth in writing and signed by all the parties.

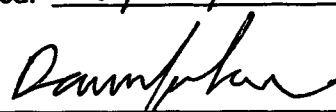
IN WITNESS THEREOF, the parties have set their hand on the date and year stated below:

HUFFAKER:

Dated: 3/15/19



JOSEPH HUFFAKER

CITY:

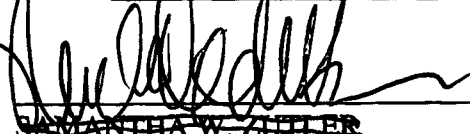
Dated: 3/26/2019


CITY MANAGER, DARRIN JENKINS

APPROVED AS TO FORM AND
CONTENT:

Dated: 3/15/19


JUSTIN BUFFINGTON
RAINS LUCIA STERN St. PHALLE &
SILVER
Attorney for: Joseph HUFFAKER

Dated: 3-26-2019


SAMANTHA W. ZUTLER
BURKE, WILLIAMS & SORENSEN, LLP
Attorney for: City of ROHNERT PARK

March 27, 2019

To whom it may concern:

Effective March 26, 2019, I tender my resignation from the Rohnert Park Department of Public Safety.

A handwritten signature in black ink, appearing to be 'Joe Huffaker', written over a horizontal line.

Joe Huffaker

RECEIVED
MAR 28 2019
CITY OF ROHNERT PARK
HUMAN RESOURCES