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EMERY F. MITCHELL (1896 - 1991)  
WALTER J. CARTER (1949 - 1993)  
R.C. DEDEKAM (1929—2011)

February 17, 2012

Sharon L. Wolff  
3 Painter St.  
Rio Dell, CA 95562

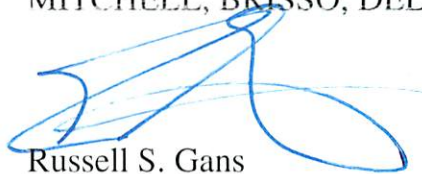
Re; Renewed Public Records Acts Request

Dear Ms. Wolff:

Pursuant to your request under the Public Records Act, and in accord with my correspondence to you dated February 9, 2012, enclosed is a copy of the Severance Agreement between the City of Rio Dell and Nancy Flemming.

Very truly yours,

MITCHELL, BRISSO, DELANEY & VRIEZE, LLP



Russell S. Gans

RSG/jg  
Enclosure

# CONFIDENTIAL

## SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims ("Separation Agreement") is made as a compromise between the City of Rio Dell, a California General Law City, ("Employer"), and Nancy Flemming ("Employee") in the complete, final and binding settlement of all claims and potential claims, if any, with respect to their employment relationship.

### RECITALS:

WHEREAS, Employee has been employed by Employer since February of 2007 as City Manager.

WHEREAS, Employee has resigned her employment effective July 7, 2009, which said resignation has been accepted by Employer.

NOW THEREFORE, in recognition of the foregoing and in consideration of the agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to be bound as follows:

1. Employee will be paid as if she remained a full time employee, until Friday October 2, 2009. At Employer's option, this payment may be made in lump sum, with a credit for various amounts paid as set forth herein. The amount to be paid to Employee shall be calculated using the formula set forth herein.
2. For purposes of calculating the amounts to be paid to Employee, Employee shall be deemed to have been employed at a base annual salary of \$71,400.00 commencing February 26, 2009 and extending to October 2, 2009.
3. In addition to the base annual salary, for purposes of calculating amounts to be paid to Employee, Employee shall be deemed to have been paid the following, since February 26, 2009:
  - a. Insurance reimbursement at \$645.00 per month.
  - b. A car allowance of \$400.00 per month.
  - c. Vacation, sick leave, executive leave, and other paid time off shall be calculated as if Employee had remained a full time employee until October 2, 2009 and the value thereof included in the lump sum to be paid to Employee.
4. Employee unconditionally and forever remises, releases, discharges and holds harmless, and agrees to indemnify, Employer and each and every agency, employee, elected or appointed official of Employer (collectively, the "Employer Releasees") of and from any and all actions, causes of action, suits, debts, accounts, liabilities, covenants, contracts, disputes, agreements, promises, claims and demands, of any kind or nature whatsoever, whether at law or in equity, which Employee had or now has against any or all of the Employer Releasees, whether or not currently known, arising from or relating to Employee's employment and/or termination of

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employment with Employer or any event, dispute or occurrence which arose on or prior to the termination.

5. Employer unconditionally and forever releases, discharges and holds harmless, and agrees to indemnify, Employee of and from any and all actions, causes of action, suits, debts, accounts, liabilities, covenants, contracts, disputes, agreements, promises, claims and demands, of any kind or nature whatsoever, whether at law or in equity, which Employer had or now has against Employee, whether or not currently known, arising from or relating to Employee's employment with Employer, or any event, dispute or occurrence which arose on or prior to the Termination Date.

6. Employer shall not contest any claim by Employee for unemployment insurance or unemployment compensation.

7. Employee shall return all personal property and equipment furnished to or prepared by Employee in the course of or incident to her employment by Employer on or prior to execution of the Separation Agreement.

8. In the event Employer is or becomes involved in any legal proceedings relating to any event that occurred during Employee's employment with Employer and about which Employee has personal knowledge (other than her termination or any other action between Employee and Employer), Employee agrees to cooperate in the preparation, prosecution, and/or defense of Employer's case. To the extent that Employee has out-of-pocket expenses in connection with such cooperation, (collectively, "Direct Expenses"), Employer agrees to reimburse same upon Employee's submission of documentation requested by Employer. The foregoing notwithstanding, Employer and Employee acknowledge and agree that Employee shall not be entitled to reimbursement for Direct Expenses for matters that are the subject of governmental investigations or proceedings in respect of which Employee is served with a subpoena, named as a defendant or joined as a necessary party.

9. Employer and Employee agree that the events leading to this Separation Agreement, the fact of the Separation Agreement and the terms and conditions of this Separation Agreement are and shall be maintained in privacy and confidence, except as required by law and to the extent allowed by law. Without waiving their agreement on confidentiality, the parties agree that information about the monetary terms of this settlement may be disclosed to any state or federal taxing authority as required by law. Employee acknowledges that the payroll register is a public document and that any payment to her will appear on the payroll register. Such disclosure shall not be deemed a breach of this Separation Agreement. Nothing in this section is intended to restrict Employee from communicating with prospective employers and job referral sources about her job experience with Employer, the nature and extent of her job responsibilities, her level of performance, the dates of her employment and the fact that she resigned voluntarily for personal reasons. Employee shall not disparage the character or abilities of employees, agents or officials of Employer. From and after the date hereof, Employer will not knowingly and intentionally disparage the character or abilities of the Employee; however, Employer shall not be responsible for inadvertent comments or comments made by non-managerial employees.

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10. Employee agrees that she will not use or disclose to any person or entity any confidential business or proprietary information or trade secrets belonging to Employer.

11. Employee acknowledges that she has been given a copy of this Agreement and has been advised to consult with an attorney prior to executing the Agreement.

12. Employee and Employer understand that they are waiving both known and unknown claims under this Separation Agreement. That is, Employee and Employer understand that they are waiving all claims, even those about which she/its currently has no knowledge or has not thought about or about which she/its does not know the extent. Employee and Employer each expressly, voluntarily and knowingly waives the benefit of any statute which in substance states the following:

**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 OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

13. This Agreement sets forth the entire Agreement between Employee and Employer. No one has promised Employee anything different than what is set forth in this Agreement. No other promises or Agreements shall be binding upon Employee or Employer with respect to the subject matter of this Agreement unless separately agreed to in writing by the parties.

14. Employer and Employee expressly agree that the obligations set forth in this Separation Agreement are the sole and only consideration for it and that no representations or inducements have been made by either party or that party's officers, employees, managers, directors, agents or partners, except as specifically set forth in this Separation Agreement. This Separation Agreement supercedes any previous oral agreement or understanding between the parties regarding any matter contained in it.

15. The validity, interpretation, effect and enforcement of this Separation Agreement shall be governed by the laws of the State of California without reference to its conflict of laws principles.

16. This Separation Agreement may be executed in counterparts, each of which shall be an original, and all of which, taken together, shall constitute one and the same instrument. The parties agree that telecopied copies by signatures will be sufficient, with original signature pages to be supplied and exchanged at a later date.

17. Employer shall not reimburse Employee for fees and disbursements of Employee's counsel in connection with the negotiation of this Agreement.

18. By signing this Agreement, Employee certifies that:

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(a) she has carefully read and fully understands the provision and consequences of this Agreement, including the general release and forbearance of prosecution provisions hereof;

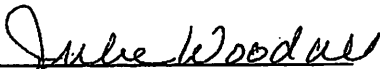
(b) she was advised to consult with an attorney before signing this Agreement; and

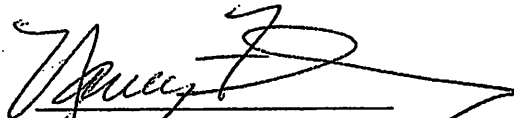
(c) she agrees to its terms knowingly, voluntarily and without intimidation, coercion or pressure.

Dated: 12/23/09


Dated: Dec. 7, 2009

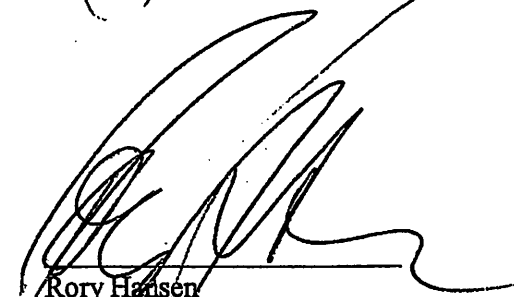
CITY OF RIO DELL

  
By: Julie Woodall, Mayor

  
Nancy Flemming

Approved:

  
David E. Martinek  
City Attorney

  
Rory Hansen  
Attorney for Employee