

**FULL AND FINAL  
RESIGNATION AND RELEASE AGREEMENT**

This Full and Final Resignation and Release Agreement (hereinafter, the "Agreement") is made by and between JAMES STRAND (hereinafter "Employee") and the CITY OF LASALLE (hereinafter, the "City").

In consideration of the money, mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is the desire of the City and Employee to settle and resolve all issues between them and to fix and determine the rights of each party with regard to Employee's employment, and the termination thereof, and all related matters, including but not limited to any and all claims that were or could have been asserted or advanced by or on behalf of Employee in any manner or forum relating in any way to Employee's employment with the City, or the termination thereof, up to the date of this Agreement.

2. This Agreement is intended to be a complete and total resolution and settlement of any and all claims of any kind, whether asserted or unasserted, known or unknown, which Employee has or may have against the City or any Released Party, or which Employee may have asserted against the City or any Released Party, up to the date of this Agreement, that relate in any way to Employee's employment by the City and/or the termination thereof.

3. Employee does hereby forever release, hold harmless, acquit, waive any rights, discharge, and covenants not to sue for himself and his spouses, past, current or future, if any, his children living or unborn, if any, his heirs, successors, assigns, executors, attorneys, and representatives of any kind, the City, its successors, assigns, officers, former officers, employees, former employees, agents, attorneys, and any associates, affiliates, boards, departments or divisions of the City, and any of their employees or former employees, and any other person

acting or purporting to act in or on their behalf, both in their individual and official capacities (the "Released Parties"), of and from any and all claims, grievances, demands, rights, liabilities, obligations, duties, debts, sums of money, contracts, agreements, suits, controversies, reckonings, responsibilities, accounts, promises, damages, disbursements of expenses, actions or causes of action, and/or administrative proceedings, of any kind, nature or description, whether asserted or unasserted, existing or inchoate, known or unknown, foreseen or unforeseen, direct or indirect, whether contract, tort or otherwise, whether legal or equitable, that Employee has or may have against any or all of the Released Parties arising from or in connection with or in any way related to his employment with the City and the termination thereof, up to the date of this Agreement, including but not limited to claims under the Illinois Human Rights Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Family and Medical Leave Act, as amended, the Illinois Wage Payment and Collection Act, as amended, the Uniform Peace Officers' Discipline Act, as amended, the Board of Fire and Police Commissioners Act, as amended, the collective bargaining agreement between the City and the Illinois FOP Labor Council, as well as any claims under any contract of employment or purported contract of employment, or any other local, state or federal constitution, statute, ordinance or common law, including but without limiting the generality of the foregoing, any and all direct or indirect claims, including additional claims for costs, sanctions or attorneys' fees.

4. Excluded from the general release set forth above are any claims which cannot be waived by law. Also excluded from the general release set forth above is the right to file a charge with or participate in an investigation conducted by an administrative agency. Employee does waive, however, his right to any monetary recovery should the Equal Employment

Opportunity Commission or any other agency pursue any claims on his behalf if he files a charge or participates in an investigation. Also excluded from this release are any COBRA rights and any claim for indemnification for liability incurred in the scope of Employee's employment.

5. Employee voluntarily and irrevocably resigns his employment with the City effective immediately. Employee hereby relinquishes any and all rights to employment or re-employment with the City. The end of Employee's employment and the resignation effected by this Agreement shall be irrevocable as of Employee's execution of this Agreement, and are material considerations for the obligations of the City hereunder.

6. Employee will return all City property in his possession, including without limitation, all keys, fobs, phones, identification cards, badges, equipment and supplies, with his delivery of this executed Agreement.

7. The consideration provided to Employee pursuant to this Agreement shall be in full satisfaction of any and all claims which Employee has or may have against the City and/or any Released Party for damages, monetary compensation of any kind, costs or attorneys' fees. Employee acknowledges that the consideration provided to him pursuant to this Agreement is in addition to anything of value to which he is already entitled.

8. In exchange for Employee's voluntary resignation and the release of claims effected by this Agreement, the City will pay Employee the gross amount of TWENTY-TWO THOUSAND, NINE HUNDRED, NINETY-FIVE and no/100 DOLLARS (\$22,995.00) within thirty (30) days of the City's approval of this Agreement. This amount represents compensation for Employee's earned but unused sick time (700 hours). All normal and customary withholdings and deductions shall be made from this amount.

9. Employee has read this Agreement and has a complete understanding of its terms.

Employee is entering this Agreement knowingly and voluntarily, without coercion of any kind, and with full understanding of its legal and practical significance. Employee agrees and acknowledges that he has had a reasonable period of time within which to consider this Agreement.

10. Employee affirms that he has not filed or caused to be filed any charge or complaint against the City or any Released Party in or with any federal, state or local court, commission or agency. Employee further affirms that he has not assigned or in any way transferred any claim or right which he releases or purports to release to the City through this Agreement.

11. Employee affirms that no attorney retained or employed by him has any right to make any claim upon the City or upon the amount paid pursuant to this Agreement. In the event that any attorney attempts to obtain attorneys' fees or any other type of compensation from the City, Employee agrees that he shall indemnify the City and hold it harmless from any and all losses, costs, damages and expenses, including but not limited to attorneys' fees and court costs, arising out of any such claims.

12. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced. The parties acknowledge that this Agreement is subject to disclosure under the Illinois Freedom of Information Act.

13. It is expressly understood by the parties that this Agreement may be pleaded as a complete defense to, and in bar of, any action or proceeding brought by or on behalf of Employee against the City or any Released Party in connection with or on account of any matter occurring prior to the effective date of this Agreement.

14. This Agreement supersedes all other prior and contemporaneous agreements of

any kind between the parties on all issues relating to the employment of Employee and the termination thereof and all prior representations and agreements on said issues are merged within this Agreement. This Agreement is the complete agreement of the parties.

15. The considerations exchanged herein do not constitute and shall not be construed as an admission of liability on the part of the City or of any employee, officer, or agent of the City, or of any violation of any local, state, or federal statute, ordinance, regulation, order or common law.

16. Employee, and his agents, representatives, successors, assigns and anyone acting or purporting to act in or on his behalf, agree that they will not publicize the terms of this Agreement.

17. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original.

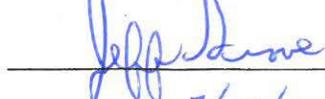
18. The parties agree that the provisions of this Agreement are severable, and if any part is found unenforceable by a court of competent jurisdiction the other parts shall remain fully valid and enforceable.

19. This Agreement shall be binding and enforceable upon the parties, their heirs, successors and assigns in accordance with its terms.

JAMES STRAND

  
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Date: 7/12/17

CITY OF LASALLE

  
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Date: 7/17/17