

RANCHO ADOBE
FIRE PROTECTION DISTRICT

Fire Chief Employment Agreement

This Employment Agreement ("Agreement") is made by and between the RANCHO ADOBE FIRE PROTECTION DISTRICT ("District") and JEFFREY VELIQUETTE ("Fire Chief" or "Party") (Collectively "Parties").

RECITALS

The District desires to employ the Fire Chief in order to benefit from the Fire Chief's experience, skills, abilities, background and knowledge, and is willing to engage Fire Chief's services on the terms and conditions set forth in this Agreement.

Fire Chief desires to be in the employ of the District, and is willing to accept such employment on the terms and conditions set forth in this Agreement.

The District and the Fire Chief both understand and agree that the District is contemplating a merger with, consolidation into, or replacement by the Sonoma County Fire District and that, if such an event occurs, the Fire Chief's employment with the new entity will not be needed. Notwithstanding the foregoing, the District and the Fire Chief also understand and agree that the Fire Chief's services shall be required to assist in such a transition up to the date on which it occurs, if it occurs at all. The Parties anticipate the consolidation, merger, or replacement to be completed by July 1, 2026 (the "Expected Transition Date").

AGREEMENT

In consideration of the foregoing and the mutual promises set forth in this agreement, the Parties agree as follows:

1. **Employment**

1.1 Full Understanding and Agreement: This Agreement will serve to memorialize the full understanding of the Parties regarding Fire Chief's terms and conditions of employment with the District. No modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by both Parties.

1.2 At Will Employment: The Fire Chief is an at will employee who serves at the pleasure of the Board and does not have a property interest in continued employment.

1.3 Term: Fire Chief's employment with the District shall not be for a specified term. Fire Chief's employment with the District is subject to the provisions of California Government Code Section 3254(c). In this regard, it is understood that Fire Chief's employment with the District may be terminated by the District for reasons, and in the procedural manner, provided by this Agreement and State law.

If, however, the District terminates Fire Chief's employment for any reason other than that specified in section 5.3 below, the District shall pay to Fire Chief Termination Benefits (as set forth in section 5.2 below).

Notwithstanding the foregoing, Fire Chief understands and agrees that the District is in the process of consolidating with, merging with, or being replaced by the Sonoma County Fire District and that the Fire Chief's employment will be terminated at the time of such consolidation, merger or replacement, if it occurs at all. The Parties anticipate, but cannot guarantee, that the consolidation, merger, or replacement shall complete by the Expected Transition Date.

1.4 Eligibility for Employment. For purposes of complying with federal law, Fire Chief shall be required to provide documentary evidence of his identity and eligibility for employment in the United States. Such documentation must be provided to the District within three (3) business days after the Effective Date of this Agreement.

1.5 Valid Driver's License. Fire Chief shall at all times maintain a valid Class-C California Driver's License. If at any time Fire Chief's Class-C California Driver's License has been suspended or revoked, for any reason, Fire Chief must notify the Board in writing within five (5) business days of the suspension or revocation, or as soon as Fire Chief is aware of the suspension or revocation, whichever is sooner.

1.6 Full-Time Best Efforts. The position of fire chief is a full-time, exempt position. This means that Fire Chief is expected to devote his full professional time and attention to the performance of his obligations under this Agreement, and shall at all times faithfully, industriously and to the best of his ability, experience and talent, perform all of his duties and responsibilities as fire chief of the District. However, the District and Fire Chief understand and acknowledge that, as an exempt employee, Fire Chief's working hours may vary, and that Fire Chief has discretion with respect to those hours so long as the position's duties are being fulfilled. The Parties further understand that the term "exempt" as used here means exempt from overtime compensation as defined in Section 2.3 below.

2. **Compensation**

2.1 Base Salary: Fire Chief's annual base salary ("Base Salary") starting December 1, 2025 shall be \$227,584.11, less payroll deductions and all required withholdings, payable in regular, equal periodic payments in accordance with the District's current payroll policy. The Base Salary shall be prorated for any partial year of employment on the basis of a 365-day year.

2.2 Changes to Compensation: Fire Chief's Base Salary shall be reviewed annually and is subject to change. Notwithstanding the foregoing, Fire Chief's Base Salary shall not be reduced unless: (1) such reduction is implemented as a response to a decrease in revenues to the District and is consistent with an overall plan to mediate the loss; or (2) the Parties mutually agree to such reduction, which reduction is confirmed in writing as an amendment to this Agreement pursuant to Section 1.1.

2.3 Overtime Compensation: As a full-time, exempt employee, Fire Chief is not eligible for overtime compensation. Fire Chief will be paid a regular, periodic salary in equal amounts regardless of quantity of hours worked.

2.4 Reimbursed Pay: As a full-time, exempt employee, Fire Chief does not receive overtime pay. However, on those occasions when the District is reimbursed by a third party for Fire Chief's time spent on a strike team or other major incident assignment, whenever remuneration includes pay for extra hours, Fire Chief shall be paid an amount equal to the reimbursement received by the District for such extra hours.

3. **Benefits**

3.1 Vehicle: The District shall provide Fire Chief with a District-owned and maintained vehicle equipped for emergency response for Fire Chief's use while conducting District business. Fire Chief may use the District vehicle for incidental personal use. District shall also reimburse Fire Chief for any use of his personal vehicle when it is used for District business. Reimbursement shall be for mileage only at the current IRS mileage rates.

3.2 Vacation: Fire Chief shall receive vacation leave based upon his completed years of service at the District, and in accordance with the District's vacation policy. Vacation for the Fire Chief is as follows:

Less than one year's service	120 hours accrued upon hire
One to five years' service	144 hours annually
Five to ten years' services	216 hours annually
Over fifteen years' service	264 hours annually

3.2.1 Accrual: Fire Chief accrues vacation leave in equal amounts on a semi-monthly basis with the exception of the first three weeks of leave granted during the first year of service, all of which accrue upon the start of employment.

3.2.2 Vacation Cap: Vacation may not be accrued in excess of two times Fire Chief's annual accrual rate. Fire Chief will cease to accrue vacation once he has accrued two times his annual vacation accrual until such time as his accrued vacation is reduced below this limit.

3.2.3 Vacation Cash Out: The District shall pay Fire Chief, at his request, up to 50% of his total, annual accrued, unused vacation on June 15 of each year.

3.2.4 Termination/Retirement: Upon termination or retirement, Fire Chief will be paid his accrued and unused vacation leave.

3.3 Administrative Leave: In recognition of work that is regularly performed by Fire Chief after hours and on weekends, such as emergency responses and necessary civic

engagement, the Fire Chief shall be granted eighty (80) hours of Administrative Leave Time on an annual basis. Eighty (80) hours of Administrative Leave Time shall be deposited in the Fire Chief's account annually on January 1 of each year. Administrative time is non-pensionable. Administrative Leave Time must be used in eight (8) hour or greater increments. If Fire Chief has an Administrative Leave Time balance of less than eight (8) hours, he may use the accrued hours in any increment up to the maximum of his accrued Administrative Leave Time hours. Administrative Leave Time must be used within the calendar year and may not be carried over. Any Administrative Leave Time remaining at the end of the year shall be automatically cashed out in the last full pay period in the year in which it was accrued.

3.4 Sick Leave: Fire Chief shall accrue sick leave at a rate of six (6) hours per pay period. Accrued, unused sick leave may be applied to service time credit upon retirement per contract between Rancho Adobe Fire and CalPERS. The rate of pay shall be the regular hourly rate of pay at the time of Fire Chief's retirement or position eliminated. Sick leave will continue to be earned during vacation or sick leave time off.

3.4.1 Excess Sick Leave: In the event that Fire Chief's position is eliminated or Fire Chief has retired after ten years of service, Fire Chief may receive payment for one quarter (0.25) of any accumulated sick leave not applied to service time credit, up to a maximum of seven hundred and twenty (720) hours.

3.5 Health Insurance

3.5.1 Medical: The District requires all employees to have District-provided medical insurance unless the employee can provide proof of alternative minimum essential coverage for employee and employee's tax family. Accordingly, if the Fire Chief wishes to opt-out of District-provided medical, the Fire Chief submits a form regarding sufficient alternative minimum essential coverage. The form is referred to as Waiver of Medical Insurance Coverage form.

3.5.2 Retirement Health Benefits: Employees that retire under the CalPERS system in good standing from the Rancho Adobe Fire District after twenty years of service may receive reimbursement for health insurance coverage from the District up to \$300 per month, for the employee only, until the employee reaches the age of 65, per Rancho Adobe Fire District Resolution R-6 2002/2003 dated November 20, 2002.

3.6 Life Insurance: The District provides a basic life insurance plan through the provider selected by the District at no cost to the Fire Chief.

3.7 Employee Assistance Program: Fire Chief shall be afforded the opportunity to utilize the District's Employee Assistance Program (EAP) services in accordance with the District's EAP plan.

3.8 Holidays: Fire Chief is entitled to eight hours of paid leave on holidays observed by the District's management and administrative support staff members. These paid holidays are as follows:

- New Year's Day
- Dr. Martin Luther King, Jr., Day
- Lincoln's Birthday
- Presidents' Day
- Cesar Chavez Day
- Memorial Day
- Independence Day
- Labor Day
- Admission Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

3.9 Uniforms: The District shall provide the Fire Chief with all safety gear and uniforms.

4. **Retirement.** The District shall provide coverage for the Fire Chief under the current retirement benefit plan with CalPERS, for employees not previously covered under a CalPERS retirement plan who are considered "new members" for purposes of CalPERS. This California Public Employees' Pension Reform Act (PEPRA) plan utilizes a 2.7% at age 57 benefit retirement formula. Employees are responsible for paying 50% of normal costs as directed by CalPERS. The FY 22/23 employee contribution is 13.75%.

5. **Termination**

5.1 Termination by the District: Consistent with California Government Code section 3254(c), the Fire Chief shall not be removed without providing the Fire Chief with written notice, the reason or reasons for removal, and an opportunity for administrative appeal. As used here, removal for the purpose of implementing the goals or policies, or both, of the public agency or appointing authority, or for reasons including, but not limited to, incompatibility of management styles or as a result of a change in administration, shall be sufficient to constitute "reason or reasons." Fire Chief and the District also understand and agree that the merger with, consolidation into, or replacement by another fire district (e.g., the Sonoma County Fire District) shall constitute sufficient "reason or reasons" for the Fire Chief's removal provided, however, that in such event, Fire Chief will be paid the Termination Benefits described in Section 5.2 below. As used here, "administrative appeal" shall be conducted according to procedures established by the District, including that the District Board of Directors reserves the right to hear any appeal required under Government Code section 3254(c) and/or to appoint a hearing officer. If a hearing officer is appointed by the District, the hearing officer's written findings shall be advisory to the District Board of Directors. The decision of the District Board of Directors shall be final. Nothing in this section shall be construed to create a property interest in the job of fire chief.

5.2 Termination Benefits: If the District terminates the Fire Chief's employment, the District shall pay to Fire Chief a severance payment (the "Termination Benefits") in exchange for the Fire Chief signing the Separation Agreement and General Release of All Claims attached hereto as Exhibit A. The Termination Benefits shall be in the amount of the Severance Payment amount described in Section 2 of the Separation Agreement and General Release of All Claims attached hereto as Exhibit A. Payment of the Termination Benefits shall be made within forty-five (45) days after execution of the Separation Agreement and General Release of All Claims attached hereto as Exhibit A.

5.3 Forfeit of Termination Benefits: Fire Chief shall not be entitled to the Termination Benefits described in Section 5.2 above, if Fire Chief's employment is terminated for any of the following reasons:

- 1) Fire Chief's gross negligence or willful misconduct in the performance of his duties to the District;
- 2) Fire Chief's repeated unexplained or unjustified absence from the District, or Fire Chief's willful neglect of his duties which Fire Chief does not cure or correct within 30 days of the District's written notice of the identified problem;
- 3) Fire Chief's commission of any act of fraud or dishonesty with respect to the District;
- 4) Fire Chief's material breach of or noncompliance with the terms of this Agreement, the District's policies or procedures, or any other agreement between Fire Chief and the District which Fire Chief does not cure or correct within 90 days of District's written notice of the identified breach; or
- 5) Fire Chief's conviction of a felony or a crime involving moral turpitude or Fire Chief's causing material harm to the standing or reputation of the District.

5.4 Termination by Fire Chief: Fire Chief may terminate this Agreement and his employment with the District for any reason and at any time. The District requests that, when possible, Fire Chief provide sixty (60) days advance written notice prior to ending his relationship with the District, though he is under no obligation to do so. In the event Fire Chief terminates his employment with the District, for any reason, he shall not be entitled to the Termination Benefits, defined in Section 5.2 above.

6. **Existing District Policies and Procedures:**

All terms and conditions of District personnel rules, policies and procedures in effect as of the Effective Date of this Agreement shall apply to Fire Chief except if the specific provisions of this Agreement conflict with the rules, policies and/or procedures, the terms of this Agreement shall prevail.

7. **Dispute Resolution:**

7.1 Informal Resolution: In the event of any dispute arising between the Parties under this Agreement, the Parties agree to notify the Board of Directors of the District of the Dispute, and the Parties agree to work in good faith to informally resolve the dispute.

7.2 Mediation: In the event a dispute arises between the Parties with respect to this Agreement that cannot be resolved informally, the Parties shall participate in mediation.

7.2.1 A request for mediation must be made in writing to the President of the Board of Directors within thirty (30) days after the aggrieved party became aware of, or should have been aware of, the dispute (which time frame may be extended during such time as the parties were working in good faith to informally resolve the issue);

7.2.2 The Parties agree to participate in at least four (4) hours of mediation. Each party agrees to participate in good faith in the mediation with the intent to resolve the dispute. The mediation shall be conducted within thirty (30) days after the request for mediation is made;

7.2.3 The parties may either agree upon a mediator or agree to have one chosen for them. If the parties do not agree upon a mediator within ten (10) calendar days of the request for mediation, a request shall be made by either or both parties to the California State Mediation & Conciliation Service (CSMCS) for a list of five (5) mediators. Upon receipt of the list from CSMCS, the parties will alternatively strike mediators until one mediator remains, which will be the mediator of the dispute;

7.2.4 The cost of the mediator and a court reporter (if the parties agree on the use of a court reporter) shall be split equally between the District and the Fire Chief. Each party shall pay for the fees and expenses of their own attorneys, experts, witnesses, and other costs associated with the mediation

8. **Miscellaneous Provisions**

8.1 Severability: It is the desire of the Parties that this Agreement be binding and enforceable to the maximum extent permitted by law. Should any term or provision of this Agreement be declared or determined by a final and binding arbitrator or by a court of law or other tribunal of valid jurisdiction to be invalid or unenforceable in whole or in part, that adjudication shall not affect the validity of the remainder of the Agreement, which shall remain in force.

8.2 Modification, Amendment, Waiver: Except where stated above, no modification or amendment of any of the provisions of this Agreement shall be effective unless approved in writing and signed by Fire Chief and the District. The failure of Fire Chief or the District to enforce any of the provisions of this Agreement shall in no way be construed as a waiver of such provisions and shall not affect the right of either Party thereafter to enforce each and every provision hereof in accordance with its terms.

8.3 Governing Law: This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed, and enforced in accordance with the laws of the State of California.

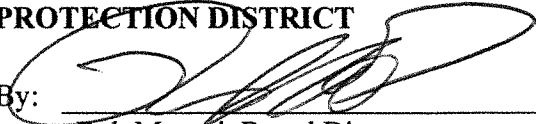
8.4 Counterparts: This Agreement may be executed by the Parties in counterparts each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. The Parties specifically agree that signatures on this Agreement received by facsimile or electronic transmission (i.e., a PDF version) shall be legally binding and that each party is entitled and authorized to rely on the signatures transmitted by facsimile or electronically of the other parties as if they were original signatures.

8.5 Effective Date. The Effective Date of this Agreement is December 1, 2025.


Date: 1-22-26

**RANCHO ADOBE FIRE
PROTECTION DISTRICT**

By: 

Bob Moretti, Board Director
Rancho Adobe Fire Protection
District

Date: 12-23-25

By: 

Jeffrey Veliquette, Fire Chief
Rancho Adobe Fire Protection
District

Exhibit A – Separation Agreement and Release of all Claims

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

This Separation Agreement and General Release of All Claims (“Agreement”) is by and between Jeffrey Veliquette (“Veliquette” or “Employee”) and the Rancho Adobe Fire Protection District (“District”) (collectively, the “Parties” or, individually, a “Party”).

The District has employed Veliquette in the position of Fire Chief and the District appreciates the substantial efforts and achievements that he made during his tenure. Likewise, Veliquette appreciates the opportunity he had to serve the District as Fire Chief. The intent of this Agreement is to mutually, amicably and finally resolve and compromise all issues and potential claims surrounding Veliquette’s employment with the District and his separation from that employment (the “Matter”).

In consideration of the mutual promises and covenants contained herein, and in consideration of other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, and each of them, covenant and agree as follows:

Section 1: No Admissions. This Agreement constitutes the good faith resolution of potential disputed claims and does not concede either Parties’ liability. It is understood and agreed that this Agreement is not an admission by the District, or any of its board members, other appointed directors, officers, employees, agents or representatives. It is understood and agreed that the District specifically denies liability and that this Agreement is not and shall not in any way be construed as an admission by the District or any present or former directors, officers, employees, agents, staff, representatives, servants, attorneys, affiliates, predecessors, successors, assigns, insurers, reinsurers, that they have engaged in, or are now engaging in, any unlawful conduct or violated any federal, state, or local law or regulation. The Parties agree that it is their intention that neither this Agreement nor any terms hereof shall be admissible in any other or future proceedings against the District or any present or former official, director, officer, employee, agent, staff, representative, servant, attorney, affiliate, predecessor, successor, assign, insurer, reinsurer, except a proceeding to enforce this Agreement. The sole purpose of this Agreement is to resolve any claims and any and all issues relating to Veliquette’s employment relationship and separation from the District, and to avoid the burden, expense, delay and uncertainties of litigation. Neither Veliquette nor the District purports to have prevailed with regard to any and all claims or issues relating to Veliquette’s employment.

Section 2: Severance Payment. In exchange for the releases and agreements that Veliquette is making in this Agreement, the District will pay Veliquette as follows (the “Severance Payment”):

- a. The District shall pay Veliquette a one-time payment (the “Severance Payment”) of:
 - i. **\$113,792.05** (representing six months’ of Veliquette’s current salary); **plus**
 - ii. In the event that the last day of Veliquette’s employment with the District (“Last Day of Employment”) occurs before July 1, 2026, and only in such an event, the amount of compensation that the Fire Chief would have earned between Veliquette’s Last Day of Employment and July 1, 2026; **minus**
 - iii. All applicable and authorized payroll deductions.

- b. Payment of the Severance Payment shall be made payable to Jeffrey Veliquette as lost wages. An IRS Form W-2 shall be provided to Veliquette in relation to this payment. Veliquette will submit a IRS Form W-4 to the District.
- c. The Severance Payment shall be sent within forty-five (45) days of the Effective Date of this Agreement, provided that Veliquette has provided the IRS form W-4 to the District at least twenty calendar (20) days prior to payment, or, if later, the Severance Payment will be sent within twenty calendar (20) days of receipt of such IRS form. The Settlement Payment shall be sent via mail with tracking to Jeffrey Veliquette at the mailing address last on file with the District.
- d. The District makes no representation about the tax consequences of this Agreement (including the Severance Payment as addressed in Section 2.a above), and any dispute regarding the tax consequences of this Agreement shall not affect its validity. Veliquette has had an opportunity to discuss the potential tax consequences of this Agreement with legal counsel and a tax professional and agrees to indemnify and hold the District harmless from any and all costs and assessments (including, but not limited to, delinquent taxes and penalties) levied against Veliquette in connection with the tax consequences of this Agreement.
- e. The District shall pay Veliquette all of his final wages due and owed upon his separation from employment, separate and apart from the Severance Payment, including all accrued administrative leave and vacation time and as otherwise required under the District Policies.

Section 3: Voluntary Resignation. Employee agrees to execute, concurrently with the execution of this Agreement, a letter resigning from employment with the District effective on the date of the signing of this Agreement. Employee agrees that his decision to resign from employment is voluntary. Employee further agrees that his resignation letter and decision to resign effective on the date of his signing of this Agreement, are irrevocable and he specifically waives any and all rights he may have for revocation.

Section 4: Effective Date. The effective date for the Agreement is the first business day upon which the Agreement becomes effective and non-revocable, which occurs after the waiting periods in Section 18 of the Agreement have either lapsed or have been affirmatively waived by Employee, whichever occurs first, and at least seven (7) calendar days after Employee has signed and not revoked the Agreement pursuant to Section 18e below.

Section 5: Waiver And Release of All Claims.

a. In further exchange for the consideration and compromises set forth in this Agreement, except as otherwise set forth herein, Veliquette, on behalf of himself and his heirs, estate, executors, administrators, successors and assigns, irrevocably and unconditionally releases, acquits and forever discharges the District as well as any present or former officials, directors, officers, employees, agents, staff, representatives, servants, attorneys, affiliates, predecessors, successors, assigns, insurers, reinsurers, whether past or present, of the District (collectively

“Released Parties”) from all charges, complaints, promises, agreements, controversies, suits, rights, demands, costs, losses, debts, actions, causes of action, claims, judgments, obligations, damages, liabilities and expenses, including any claims for attorneys’ fees and costs, of any kind or character whatsoever, known and unknown, suspected, unsuspected, anticipated and unanticipated, which Veliquette now has, owns or holds, or claims to have, own or hold, against each or any of the Released Parties on or before the Effective Date of this Agreement (hereinafter “Released Claims”). This release of all known or unknown, suspected or unsuspected, anticipated and unanticipated claims arising out of Veliquette’s employment relationship with, and separation from, the District, including, but not limited to: (1) any claims (whether based on federal, state or local law, statutory or decisional) for breach of contract of employment (express or implied), or any claims or actions the Employee might have under his Employment Agreement; (2) any claim sounding in tort or common law, specifically including, but not limited to, any torts related to defamation, invasion of privacy, false light, intentional and negligent interference with contract and/or prospective economic advantage, fraud and any misrepresentation, and intentional and negligent infliction of emotional distress; and (3) any claims under any state or federal statute or regulation, including, without limitation, the California Fair Employment and Housing Act (“FEHA”), Title VII of the Civil Rights Act, the Unruh and George Civil Rights Acts, the California Family Rights Act (“CFRA”), the Family and Medical Leave Act (“FMLA”), the Americans with Disabilities Act (“ADA”), the Rehabilitation Act of 1973, the Genetic Information and Non-Discrimination Act (“GINA”), the Consolidated Omnibus Budget Reconciliation Act (“COBRA”), the Employee Retirement Income Security Act of 1974 (“ERISA”) (excluding claims for accrued vested benefits under any employee benefit pension plan of any Released Parties in accordance with the terms and conditions of such plan and applicable law), the Occupational Safety and Health Act (“OSHA”), the Age Discrimination in Employment Act (“ADEA”), the Older Workers Benefit Protection Act (“OWBPA”), the Equal Pay Act, the Fair Labor Standards Act (“FLSA”), the California Civil Code, the California Government Code, the California Labor Code, and any policy of the District. Veliquette agrees that upon receipt of the Severance Payment and all other final wages paid upon separation from employment, that he has been paid all compensation, remuneration, and wages due in any form.

b. Notwithstanding the foregoing, this Agreement and the releases contained within are not to be applicable to any past or present workers’ compensation claims by Veliquette against the District, and any other claims that cannot lawfully be waived or released by private agreement, all of which are specifically exempted from the releases contained within this Agreement.

c. **Waiver of Unknown Claims.** Veliquette understands and agrees that he may have sustained damages, losses, costs or expenses for which they might have a claim, that are presently unknown or unsuspected, and that such damages, losses, costs and expenses may give rise to additional damages, losses, costs or expenses in the future. It is specifically acknowledged by Veliquette that the foregoing release has been agreed upon and given in light of such facts, and the Agreement is intended to release the Released Parties from potential liability for all such damages, losses, costs and expenses. As part of the inducement for the consideration given for this Agreement, Veliquette agrees that this Agreement extends to all claims of every nature and kind, known or unknown, suspected or unsuspected, past or present, arising from or attributable to the Released Parties, and Veliquette specifically waives the provisions of Section 1542 of the California Civil Code, which reads as follows, and any other state or federal statute or common law principle of similar effect:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Section 6: Unemployment Benefits. While the District cannot guarantee the outcome of any claim for unemployment benefits from the State's Unemployment Insurance program Veliquette may file, the District agrees not to contest Veliquette's claim for unemployment. The reason for leaving in his application for benefits will be identified as "resignation in lieu of termination."

Section 7: Return of District Property. Veliquette hereby agrees that all documents, records, drafts, data, lists, analysis, and other District work product, whether or not about confidential information, as well as all apparatus, equipment, and other physical property which are or were furnished to or shared with Veliquette by the District or were produced by Veliquette in connection with employment with the District are, will be and remain the sole property of the District. Veliquette shall return to the District all such materials and property no later than the Effective Date and shall delete and destroy all physical files and copies and all files and copies which may reside on personal computers, tablets, phones, memory sticks, and other devices or in the cloud, on the web, in applications/apps, or other electronic or virtual locations. Veliquette shall also furnish to the District all login and password information for programs, services, subscriptions, apps, databases, and other electronic, web-based, or cloud-based locations Veliquette has created or had access to in connection with employment with the District. Veliquette will not retain any such material or property or any copies after the Effective Date.

Section 8: Mutual Promise Not to Prosecute. The Parties agree that they shall not, at any time hereafter, commence, maintain or prosecute any action, suit, proceeding, investigation, complaint, claim, or charge with any court, administrative agency, arbitrator or any other body or person, whether Federal, State, contractual or otherwise, or aid or assist others in prosecuting such action, suit, proceeding, investigation, complaint, claim, or charge, except in response to governmental agency or court inquiries or as compelled by legal process, against any Released Party, based in whole or in part upon, or arising out of or in any way connected with, any of the claims released or any of the matters referred to in this Agreement. The Parties further agree to indemnify and hold the Released Parties harmless from and against any and all claims, demands, causes of action, damages or liability of any kind, including the cost of defense and reasonable attorneys' fees arising out of or in connection with, any action, suit, proceeding, investigation, complaint, claim, or charge commenced, maintained, or prosecuted by them contrary to the terms of this Agreement.

Section 9: Unknown or Different Facts or Law. The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law they know or believe to exist with respect to a Released Claim. The Parties agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law.

Section 10: Waiver. No provision of this Agreement may be waived unless in writing and signed by all the Parties to this Agreement. Waiver of any one provision shall not constitute waiver of any other provision.

Section 11: Applicable Law and Attorneys' Fees. This Agreement shall be construed and interpreted in accordance with the laws of the State of California. Each Party shall bear their own costs, attorneys' fees, and liens in connection with the Matter, the negotiation of this Agreement, or otherwise.

Section 12: Knowledge, Capacity and Authority. Veliquette represents and warrants that he had the opportunity to have legal counsel explain the contents of this Agreement to him. Veliquette represents that he understands the contents of this Agreement and that he executed it knowingly and voluntarily and understands that after executing it he cannot proceed against any Released Party on account of the matters referred to herein. Each party to this Agreement represents and warrants that he /it has the authority and capacity to execute this Agreement.

Section 13: Settlement Privilege. The Parties agree that if this Agreement does not become effective for any reason, then this Agreement shall be deemed negotiation for settlement purposes only and will not be admissible in evidence or used for any purpose whatsoever, and will not be admissible in any trial or appeal under California Evidence Code § 1152 and Federal Rules of Evidence 408.

Section 14: Execution and Delivery. This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be the original, but such counterparts together shall constitute but one and the same instrument. For purposes of this section, an executed copy of the Agreement may be "delivered" by one party to the other via facsimile or email/PDF or electronic signature software.

Section 15: No Assignment. Veliquette warrants that he has not assigned, transferred, nor purported to assign or transfer, any claim(s) he may have against the District, and that he will not assign or transfer, nor purport to assign or transfer, any claim(s) he may have against the District.

Section 16: Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

Section 17: Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. Both parties acknowledge they have had an opportunity to review and discuss each term of this Agreement with legal counsel and/or representatives, and therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

Section 18: ADEA/OWBPA Waiver. This Agreement contains a waiver of age discrimination claims, and Veliquette has carefully read and acknowledges the following:

a. Veliquette expressly acknowledges and agrees that, by entering into this Agreement, he is waiving and releasing any rights or claims that he may have against the District and each and all of the Released Parties arising under the Age Discrimination in Employment Act of 1967 (hereinafter "ADEA"), as amended by the Older Workers Benefit Protection Act (hereinafter "OWBPA"), which may have arisen on or before the date on which this Agreement is executed by Veliquette (the "Execution Date"), and that this waiver and release is knowing and voluntary.

b. Veliquette acknowledges that the District has advised Veliquette to consult with an attorney prior signing this Agreement.

c. By signing this Agreement, Veliquette hereby expressly acknowledges and agrees:

i. that this Agreement specifically refers to and waives rights or claims arising under the ADEA/OWBPA;

ii. that this Agreement is written in a manner calculated to be understood by Veliquette and that Veliquette in fact understands the Agreement;

iii. that this Agreement applies only to claims arising up to and including the Effective Date of this Agreement;

iv. that in exchange for this Agreement, Veliquette received value beyond that to which Veliquette is already entitled;

v. that the District has advised Veliquette in writing to consult with an attorney before executing the Agreement and Veliquette has done so; and

vi. that Veliquette has been provided with an adequate period of time to review this Agreement.

d. When given a copy of this Agreement, Veliquette is informed by this writing that he has twenty-one (21) days within which to consider this Agreement before signing it on the Execution Date. Veliquette expressly acknowledges and agrees that by

signing this Agreement sooner he does hereby knowingly and voluntarily waive the twenty-one (21) day period provided by the ADEA/OWBPA.

e. Veliquette may revoke this Agreement for a period of seven (7) calendar days after executing the Agreement. Any such revocation must be communicated in writing to special legal counsel for the District, Jenica D. Maldonado of Atkinson, Andelson, Loya, Ruud & Romo at Jenica.Maldonado@aalrr.com within the seven (7) calendar day revocation period. This Agreement shall not become effective or enforceable until the revocation period has expired. No payments shall be made pursuant to this Agreement prior to expiration of this revocation period.

Section 19: Complete and Voluntary Agreement. Veliquette acknowledges that he has read and understands this Agreement; that he has had the opportunity to seek legal counsel of her choosing and to have the terms of the Agreement fully explained to Employee; that Veliquette is not executing this Agreement in reliance on any promises, representations or inducements other than those contained herein; and that Employee is executing this Agreement voluntarily, free of any duress or coercion. Veliquette specifically understands that by entering into this Agreement Veliquette is forever foreclosed from pursuing any of the claims waived herein.

Veliquette acknowledges that he has at least five (5) business days to seek legal counsel of his choosing before signing this Agreement. This five (5) business day period runs concurrently with the twenty-one (21) day period referenced in Section 18d above. Veliquette may waive the five (5) business day review period; if the Veliquette chooses to do so, then he must communicate such express waiver to special counsel Jenica D. Maldonado of Atkinson, Andelson, Loya, Ruud & Romo by email at Jenica.Maldonado@aalrr.com and provide written confirmation that they have made a knowing and voluntary decision to sign the Agreement prior to the expiration of the five (5) business day period.

Section 20: Neutral Reference. In response to inquiries from prospective employers regarding Veliquette's employment, the District shall provide only the following information: dates of employment and positions held by Veliquette. The recipient of employment inquiries shall direct such inquiries to the District's Human Resources Department or its successor.

Section 21: Non-Precedential. The Parties specifically acknowledge and agree that this Agreement is a compromise which shall not operate as, nor be considered as evidence of, a practice or past practice of the District, or of a precedent in the future.

Section 22: Entire Agreement. This Agreement incorporates the entire understanding between the Parties and recites the whole consideration for the promises exchanged herein. It fully supersedes any and all prior agreements or understandings, written or oral, between the Parties hereto pertaining to the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be amended or modified in any respect whatsoever

except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement has been orally amended or modified.

PLEASE READ CAREFULLY.

**THIS AGREEMENT INCLUDES A RELEASE OF ALL CLAIMS
KNOWN AND UNKNOWN.**

APPROVED AND ACCEPTED:

Dated: _____

Jeffrey Veliquette

Dated _____

Rancho Adobe Fire Protection District
Bob Moretti, Board Director

