

RESIGNATION AND GENERAL RELEASE AGREEMENT

This Resignation and General Release Agreement (“Agreement”) is entered into, effective the date set forth herein, by and between STANLEY D. HAWTHORNE (“Hawthorne”), on the one hand, and THE CITY OF COLLEGE PARK, GEORGIA (“College Park” or “City”), on the other hand, (*collectively*, “Parties”) with reference to the following:

WITNESSETH

WHEREAS, Hawthorne was hired by the City as its City Manager pursuant to that certain Agreement for Employment entered into by the Parties on April ____, 2023 (“Employment Contract”);

WHEREAS, the City Council voted to terminate Hawthorne’s employment for cause at its January 16, 2024 meeting; however, that vote was not warranted under the circumstances;

WHEREAS, the City Council rescinded and vacated the termination vote at its meeting on January 22, 2024 in order to allow Hawthorne to resign his employment instead;

WHEREAS, Hawthorne has tendered written notice to the City that he desires to voluntarily resign his employment effective January 22, 2024 (“Resignation Date”);

WHEREAS, the City Council has agreed to accept Hawthorne’s resignation from the City on the Resignation Date;

WHEREAS, in order to mitigate potential harm to Hawthorne’s professional standing, the City will issue a statement to the media publicizing the rescission of the January 16, 2024 termination and including a copy of Hawthorne’s resignation notice;

WHEREAS, the Parties have discussed the terms and conditions of said resignation and have reached an amicable agreement regarding Hawthorne’s separation from the City’s employment;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the terms and conditions applicable to Hawthorne’s resignation and to further define the obligations the Parties have to one another;

WHEREAS, the Parties desire to resolve, without admitting liability, all potential disputes and matters between them as of the date of this Agreement.

NOW THEREFORE, in recognition of Hawthorne’s service with the City and in the interest of compromise, in consideration of the mutual understandings, promises, releases, and covenants set forth herein, as well as for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree to the following:

_____ Stanley D. Hawthorne (Initial)

1. **Recitals.** The above-stated recitals are incorporated herein by reference as though set forth at length hereunder.
2. **Disputed Matters.** It is understood and agreed that this Agreement represents a compromise and settlement of all potential civil disputes, matters, claims, and/or proceedings between the Parties as of the date of this Agreement, including, but not limited to, any claims related to Hawthorne's employment with the City, the termination thereof, and any interactions between the Parties as of the date of this Agreement ("Disputed Matters").
3. **Resignation.** The Parties hereby acknowledge and agree that Hawthorne has provided notice to the City of his decision to resign his employment and terminate the Employment Agreement, effective on the Resignation Date, and the City has accepted such resignation. Hawthorne relinquishes any and all rights to employment with the City on the Resignation Date. The parties agree that this Agreement replaces and supersedes the Employment Agreement.
4. **Severance Payment and Other Consideration.** In exchange for the release, promises, and other consideration provided by Hawthorne pursuant to this Agreement, The City agrees as follows:
 - a. The City agrees to make a severance payment to Hawthorne in an amount equal to six (6) months' salary (\$_____) upon separation ("Severance Payment"). Required taxes and other appropriate withholdings shall be withheld from the Severance Payment. The City will issue the applicable IRS and/or tax documents related to the Severance Payment. In addition, the City shall pay Hawthorne the sum of Thirty Thousand Dollars (\$30,000) as "Additional Compensation" to make Hawthorne whole for losses and damages potentially incurred. Both the Severance Payment and the Additional Compensation shall be paid to Hawthorne within seven (7) calendar days of the Resignation Date.
 - b. The City agrees to provide Hawthorne a positive job reference upon request, and hereby designates its Director of Human Resources as the responsible city officer for this purpose. The City's covenant and obligations herein shall terminate one (1) year after the effective date of this Agreement.
 - c. As of the Resignation Date, Hawthorne's accrued and unused sick, vacation, and holiday leave totals ___ hours, which shall be paid to Hawthorne within seven (7) calendar days of the Resignation Date. The City agrees to make a contribution to Hawthorne's deferred compensation account on the value of this compensation calculated using the rate ordinarily contributed on regular compensation.
 - d. For a six (6) month period following termination, the City shall pay the cost to continue the following benefits: (1) health insurance for Hawthorne and all

dependents as provided in Section 4A of the Employment Contract; (2) life insurance as provided in Section 4C of the Employment Contract; and (3) short-term and long-term disability as provided in Section 4B of the Employment Contract.

5. **Litigation Assistance**. Notwithstanding the cessation of employment with the City, and except when it would constitute a direct conflict for Hawthorne, Hawthorne agrees to assist the City, upon reasonable notice and at the City's request, in any administrative or judicial proceeding related to Hawthorne's employment. Likewise, Hawthorne agrees to assist the City, upon reasonable notice and at the City's request, with regard to threatened/actual action, suit, or proceeding (whether civil or criminal) concerning the City where Hawthorne has knowledge of the facts related to such matter. As it relates to this Paragraph, Hawthorne's assistance may include, but is not limited to, meeting with the City's attorneys and other professional advisors, providing truthful testimony at a deposition, hearing, and/or trial, as well as providing witness statements or affidavits. The City agrees to use reasonable efforts to accommodate Hawthorne's schedule and minimize the burden to Hawthorne, as well as to reimburse Hawthorne's reasonable out-of-pocket expenses associated with such assistance. Hawthorne's covenant and obligations herein shall terminate one (1) year after the effective date of this Agreement.
6. **General Releases**. In consideration of the payment herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Hawthorne, together with Hawthorne's heirs, executors, administrators, and/or assigns, hereby release and forever discharge the City, the City's affiliates, agents, attorneys, servants, employees, and all directors/officers, as well as their successors, predecessors, assigns, insurers, companies, subsidiaries, and all other persons or entities who might be liable, from any claim, demand, action, or cause of action, known or unknown, which arose at any time from the beginning of time to the date Hawthorne executes this Agreement, and waives all claims relating to, arising out of, or in any way connected with Hawthorne's employment with the City including, without limitation, any claim, demand, action, cause of action, including money damages and claims for attorneys' fees, based on but not limited to: (a) the Age Discrimination in Employment Act of 1967, as amended ("ADEA"), 29 U.S.C. § 621, *et seq.*; (b) the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101, *et seq.*; (c) the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701, *et seq.*; (d) the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*; (e) the Civil Rights Act of 1866 and 1964, as amended, 42 U.S.C. § 1981; (f) Executive Retirement Security Act, 29 U.S.C. § 1001, *et seq.*; (g) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), *et seq.*; (h) the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*; (i) the Worker Adjustment and Retaining Notification Act, 29 U.S.C. § 2101, *et seq.*; (j) any existing or potential entitlement under any City program or plan, including wages or other paid leave, except as specifically provided in this Agreement; (k) any existing or potential agreement (including, without limitation, the Employment Agreement), contract, representation, policy, procedure, or statement (whether any of the foregoing are express or implied, oral or written); (l) claims arising under any other federal, state and local fair

employment practices law, disability benefits law, whistleblower law, and any other employee or labor relations statute, order, law, or ordinance, and any duty or other employment-related obligation, claims arising from any other type of statute, order, law or ordinance, claims arising from contract or public policy, as well as tort, tortious cause of conduct, breach of contract, intentional infliction of emotional distress, negligence, discrimination, harassment, and retaliation, together with all claims for monetary and equitable relief, punitive and compensatory relief and attorneys' fees and costs; (m) the Georgia Constitution; and/or (n) the United States Constitution.

It is expressly understood and agreed that this General Release is a settlement of potential claims for which City hereby denies all liability and that, by entering into this Agreement, the City merely intends to avoid litigation; however, this Agreement in no way prejudices the rights of the City to deny liability in any suit based upon the said claims.

7. **Exclusions.** Notwithstanding the release and waiver contained herein, this Agreement is not intended to operate as a waiver of Hawthorne's retirement or pension benefits that are vested, the eligibility and entitlement to which shall be governed by the terms of the applicable plan. In addition, this Agreement shall not operate to waive or bar any claim or right which, by express or unequivocal terms of law, may not under any circumstances be waived or barred.
8. **Mutual Disclaimer.** This Agreement is entered into to provide Hawthorne with separation benefits and to terminate the parties' relationship on an amicable basis and shall not be construed as an admission of liability by either party. Accordingly, Hawthorne states under penalties of perjury that, as of the date he executed this Agreement, he is not aware of any facts or incidents of wrongdoing, liability, or discrimination by the City from the beginning of time up to the date Hawthorne signs the Agreement. The parties further understand that the separation benefits described in this Agreement create no precedent for the City in dealing with any future separations.
9. **Mutual Nondisparagement.** Hawthorne agrees not to disparage the City, as well as the City's elected officials, officers, directors, employees, and agents, in any manner likely to be harmful to them or the City or personal reputations. Likewise, the City agrees to direct its officers and directors not to disparage Hawthorne in any manner likely to be harmful to Hawthorne or his personal or business reputations or relationships. Notwithstanding the foregoing, nothing in this Agreement or any other agreement between the parties prohibits Hawthorne or the City from responding accurately and fully to any request for information or disclosure of documents if required by law, court order, subpoena or other legal process, in any criminal, civil, or regulatory proceeding or investigation, or in any legal dispute between the parties. In addition, nothing in this provision or this Agreement is intended to prohibit or restrain the parties in any manner from making disclosures that are protected under the whistleblower provisions of federal or state law or regulation.
10. **Return of Property.** Except as otherwise provided herein, on the Resignation Date,

Hawthorne shall return to the City all other City property in his possession, custody, or control including, but not limited to, all tangible personal property (such as keys, access cards, credit cards, computers, handheld devices, PDAs, etc.).

11. **Covenant Not to Sue, Appeal, Contest, or Prosecute.** Hawthorne agrees that Hawthorne will not commence, institute, solicit, encourage, or prosecute any civil lawsuit or criminal matter against the City with regard to the *alleged* events forming the basis of the Disputed Matters. Hawthorne further agrees never to appeal, contest, controvert, or contradict, in any way, this Agreement. Notwithstanding the foregoing, Hawthorne shall be permitted to truthfully respond to any investigation, inquiry, and/or subpoena, and/or request for information, documents, and/or records from any law enforcement and/or governmental entity related to the Parties. Likewise, the Parties shall be permitted to pursue an action to enforce and interpret this Agreement.

12. **Remedies.** Hawthorne acknowledges that the violation or breach of this Agreement by Hawthorne shall cause irreparable and immediate harm to the City, as well as the City's employees, agents, officials, and citizens. As such, Hawthorne agrees that, in addition to any other remedy to which the City may be entitled, the City may be entitled to seek an injunction to prevent breaches, and to compel specific performance, of this Agreement. If a court of competent jurisdiction determines that Hawthorne has breached this Agreement, Hawthorne shall reimburse the City for the costs, attorney's fees, and expenses incurred in connection with any such litigation.

13. **Voluntariness of Agreement.** The Parties acknowledge the following:
 - (a) The Parties are entering into this Agreement freely and voluntarily and under no compulsion or duress;
 - (b) The Parties are mentally competent;
 - (c) The Parties have read each page of the Agreement carefully before signing the same;
 - (d) The Parties have ascertained and weighed all the facts and circumstances likely to influence their judgment herein;
 - (e) The Parties have sought and obtained legal advice independently of each other;
 - (f) The Parties have been duly apprised of their respective legal rights;
 - (g) All the provisions herein as well as all questions pertaining thereto have been fully and satisfactorily explained to the Parties; and

- (h) The Parties clearly understand and assent to all the provisions herein, of which they have given due consideration.
14. **Performance.** Although the Parties shall immediately execute all documents, perform all acts, and do all things necessary to effectuate the terms of this Agreement, the failure of either Party to insist upon strict performance of this Agreement shall not be construed to be a waiver of any subsequent default or performance of the same or similar nature.
15. **No Admission.** This Agreement shall not be construed as an admission by the City of any liability or any acts of wrongdoing in violation of any federal, state, or local law, ordinance, or regulation, nor shall it be considered as evidence of any such alleged liability, wrongdoing, or violation of any federal, state, or local law, ordinance, or regulation. As such, the Parties agree that this Agreement may only be used as evidence in a subsequent proceeding involving an alleged a breach of this Agreement.
16. **Admissibility and Enforceability of Agreement.** This Agreement is a binding agreement and is admissible into evidence to enforce its terms. All agreements and understandings between the Parties are embodied and expressed herein and the terms of this Agreement are contractual, not mere recitals. This Agreement constitutes a settlement of any and all claims Hawthorne may have against the City related to the Disputed Matters, and Hawthorne hereby expressly acknowledges a *bona fide* dispute with regard to these claims. The aforementioned sum is accepted as full payment and complete settlement of any and all claims, demands, rights, and/or causes of action that belong to Hawthorne or which may hereafter accrue on account of, or resulting from, the above-described claims, casualty, or event. Moreover, the aforementioned sum is accepted as full payment and complete settlement of any and all claims, demands, rights, and causes of action that belong Hawthorne as a result of his interactions with the City.
17. **Counterparts.** This Agreement may be executed in one or more counterparts, at different times and places. When all Parties have executed a counterpart of this Agreement, it shall be binding on all Parties notwithstanding that all of the Parties may not have signed the same counterpart. A facsimile or other copy of an executed counterpart hereof shall have the same effect as an original.
18. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all agreements previously made by them. No promises, inducements, agreements, representations, or warranties not herein expressed have been made or can be relied upon by any Party. This Agreement may not be altered, amended, modified, or otherwise changed except by a writing duly executed by the Parties. This Agreement shall be deemed to have been jointly drafted by the Parties, and there shall be no presumptions in favor of any Party based on the entity which drafted or suggested changes or provisions.
19. **Amendments.** No modification, amendment, or waiver of any provision of this Agreement, nor consent to any departure by any Party therefrom, shall in any event be

effective unless the same be in writing and signed by the Parties, and the same shall be effective only in the specific instance and for the specific purpose given.

20. **Severance.** If any clause or provision herein is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.
21. **Binding.** Upon execution by the Parties, this Agreement shall become binding upon the Parties and their respective heirs, survivors, executors, legal representatives, successors, assigns, insurers, sureties, and any other person or entity claiming by, through, or under them.
22. **Controlling Law and Venue.** This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Georgia without regard to the principles of conflicts of laws thereof and any dispute arising out of, or relating to, this Agreement shall be prosecuted in the Superior Court of Fulton County, Georgia.
23. **Representation by Counsel.** The Parties have read and understand this Agreement, and they have had the opportunity to be or in fact have been represented by legal counsel in the negotiation, drafting, and consummation of the transactions herein contemplated. Accordingly, the Parties agree to waive any and all rights to apply in the interpretation of this Agreement the rule of construction that any ambiguities are to be resolved against the drafter of this Agreement. This Agreement is to be treated as if jointly conceived and drafted by the Parties.
24. **Non-Reliance.** The Parties expressly assume any and all risks that the facts and law may be or become different from the facts and law as known to, or believed to be, by the Parties. When executing this Agreement, no Party has relied upon any information supplied by the other, or upon any obligation or alleged obligation of the other Party to disclose information relevant to this Agreement.
25. **Headings.** The headings of the Paragraphs in this Agreement are intended solely for the convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.
26. **Effective Date.** The effective date of this Settlement Agreement shall be the date that the last Party executes this Agreement as shown below.

IN WITNESS WHEREOF, the Parties hereto have executed this Resignation and General Release Agreement on the dates set forth below.

[SIGNATURES ON THE FOLLOWING PAGES]

SIGNATURE PAGE

THE UNDERSIGNED HAS READ THE FOREGOING RESIGNATION AND GENERAL RELEASE AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

_____ (SEAL)
STANLEY D. HAWTHORNE

Sworn to and subscribed before me

This ____ day of _____ 2024.

Notary Public

_____ Stanley D. Hawthorne (Initial)

SIGNATURE PAGE

THE UNDERSIGNED HAS READ THE FOREGOING RESIGNATION AND GENERAL RELEASE AGREEMENT, FULLY UNDERSTAND IT, AND AGREE TO THE TERMS SET FORTH HEREIN.

CITY OF COLLEGE PARK, GEORGIA

By: _____
BIANCA MOTLEY BROOM, MAYOR

Sworn to and subscribed before me

This ____ day of _____ 2024.

Notary Public