

THIS SEPARATION AGREEMENT SHALL BE A CALIFORNIA EVIDENCE CODE SECTION 1152 OFFER OF COMPROMISE AND IT SHALL HAVE NO FORCE OR EFFECT UNLESS AND UNTIL DATED AND SIGNED BY ALL PARTIES

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and General Release (“Agreement”) is made and entered into by and between Amelia T. Minaberrigarai (“Employee”) and the Kern County Water Agency, and its current or former officials, directors, officers, governing body, affiliates, agents, representatives, servants, employees, attorneys, subsidiaries, parents, divisions, branches, units, affiliated organizations, successors, predecessors, contractors, assigns, insurers, and all persons acting by, through, under, or in concert with them, past or present (collectively, “the Agency”). Employee and the Agency may be referred to in this Agreement individually as “Party” or collectively as “the Parties” when the context so requires.

RECITALS

WHEREAS, Employee has been employed with the Agency since 2002 and has been appointed General Counsel since 2006; and

WHEREAS, on or about February 24, 2020, the Parties entered into a Settlement Agreement related to certain claims by Employee regarding the purchase of service credit for service under the Kern County Employees’ Retirement Association (“KCERA”);

WHEREAS, on or about June 27, 2019, the Parties executed an Employment Agreement for Employee to serve as General Counsel, which had a term of July 1, 2019 through June 30, 2024;

WHEREAS, on or about January 23, 2023, the Parties entered into a Tolling and Reservation of Rights Agreement;

WHEREAS, on March 18, 2024, the Board of Directors terminated the Employment Agreement under Paragraph 10(e) of the Employment Agreement;

WHEREAS, Employee has decided to retire from the Agency pursuant to the terms and conditions set forth in this Agreement. Employee acknowledges and agrees that her retirement from the Agency is a voluntary act, that there was no coercion in such regard by the Agency, and that she has fully discussed with her counsel, or has had the opportunity to discuss with counsel, the impact upon her of her retirement and has had ample opportunity to engage in such discussion; and

WHEREAS, the purpose of this Agreement is to effect Employee’s separation of employment from the Agency in an agreeable manner, to provide Employee with consideration she would not otherwise receive, and, in return, to provide the Agency with the legal protection that Employee has waived her right to bring any claims or issues against the Agency as a result of her employment with the Agency or separation therefrom. Thus, the purpose of this

Agreement is to settle and compromise all disputes, controversies, and potential disputes and controversies existing between the Agency and Employee.

NOW THEREFORE, in consideration of the foregoing recitals and of the mutual covenants set forth below, the Parties agree as follows:

1. **Recitals.** The recitals set forth in this Agreement are true and correct and are hereby fully incorporated by reference into this Agreement.

2. **No Admission of Liability.** This Agreement shall not in any way be construed as an admission by the Agency or Employee of any unlawful or wrongful acts or other liability whatsoever against each other or against any other person. The Agency and Employee specifically disclaim any liability to, or wrongful acts against each other or against any other person on the part of themselves, any related person or their agents, representatives or successors in interest, and assigns.

3. **Consideration.** As consideration for this Agreement and subject to the conditions set forth in this Agreement, the Parties agree to the following:

3.1 **Separation from Employment.** Employee agrees to voluntarily and irrevocably submit notice of her retirement from the Agency, effective March 23, 2024, concurrently with execution of this Agreement. If Employee does not execute a separate document resigning or retiring from the Agency, this Agreement shall serve as notice of her resignation, effective March 23, 2024. Employee will be treated as a retiring employee under the Agency's rules, including for the purposes of sick leave cash outs. Employee shall be paid for all vested accrued leaves earned up to the date of separation in accordance with Agency policy, less applicable taxes and withholdings, on or before April 16, 2024. By virtue of her execution of this Agreement, Employee acknowledges and agrees that her separation from employment is a voluntary act, that there was no coercion in such regard by the Agency, and that she has fully discussed with her counsel, or has had the opportunity to discuss with counsel, the impact of her separation.

3.2 **Severance Payment.** The Agency will pay employee a lump-sum payment in the amount of \$640,000, less applicable taxes and withholdings, on or before April 16, 2024. Employee may direct the Agency to contribute a portion of the lump-sum payment into the Agency's 401(a) Plan in accordance with Internal Revenue Service laws, regulations, and rules; and the Plan requirements. If Employee desires to have any amount contributed to the 401(a) Plan, Employee must notify the Agency no later than April 11, 2024 or the end of the seven-day revocation period, whichever is earlier. Any amount contributed to the 401(a) Plan will be subtracted from the lump-sum payment.

3.3 **February 24, 2020 Settlement Agreement.** The February 24, 2020 Settlement Agreement is hereby terminated, voided, and superseded by this Agreement. Neither party shall have any further obligations with respect to the February 24, 2020 Settlement Agreement and Employee shall receive none of the amounts or consideration provided under the February 24, 2020 Settlement Agreement.

3.4 Tolling Agreement. The Tolling Agreement and Reservation of Rights Agreement is hereby terminated and voided. The Tolling Agreement and Reservation of Rights is of no force and effect and Employee acknowledges she has waived any and all claims, including but not limited to those under the Tolling Agreement and Reservation of Rights, through this Agreement

3.5 Tax and Benefit Consequences. Employee shall take full and complete responsibility for any and all of the tax liabilities that she may incur as a result of this Agreement. Employee understands and acknowledges that the Agency has not and does not warrant or represent any tax consequences with regard to the payments made under this Agreement or otherwise. Employee agrees that she will hold the Agency harmless from all tax liability, if any, she may incur as a result of this Agreement, including but not limited to, withholding, federal, state, or local taxes, interest and penalties incurred as a result of this Agreement. The Agency also makes no representation regarding whether any amounts paid under this Agreement are reportable to KCERA for pension purposes, and compensation will only be reported consistent with federal and state law, and KCERA guidance. If any amount is excluded from Employee's pension benefits, her sole remedy will be to challenge any findings made by KCERA and the Agency shall have no duty to defend or indemnify Employee.

3.6 Inquiries from Employers Regarding Employee. Employee agrees to refer all potential employers to the Agency's Human Resources Manager. The Agency's Human Resources Manager will respond to all inquiries regarding Employee's job references or verification of employment confirming only Employee's retirement, Agency employment dates, and positions held, except as may be compelled by law or upon the written request or written release by Employee.

3.7 Maintenance of Agreement. The Parties, and each of them, agree to maintain the confidentiality of the negotiations underlying this Agreement to the extent permitted by law, and agree that they shall not voluntarily and publicly discuss the negotiations that led to this Agreement, except insofar as such disclosure may be necessary and appropriate to any action enforcing this Agreement. This provision shall not extend to any information that the Agency may be required to disclose pursuant to law including, but not limited to, a subpoena, court order, a request under the California Public Records Act, or to disclose this Agreement under the Brown Act.

4. Release of All Claims and Potential Claims. With the exception of any pending Workers' Compensation Appeals Board proceedings, Employee represents that she has not filed any lawsuits, complaints, claims, applications, or charges against Agency with any state or federal court, or local, state, or federal agency, or administrative or quasi-administrative tribunal or person, based on any events occurring prior to the date of execution of this Agreement.

Employee agrees that, in exchange for the consideration provided herein, she shall not in the future file, participate in, instigate, or encourage the filing of any lawsuits, complaints, charges, or any other proceedings in any state or federal court or before any local, state or federal agency, administrative tribunal, quasi-administrative tribunal or person, claims that Agency has violated any local, state or federal laws, statutes, ordinances, or regulations, or claiming the Agency has

engaged in any tortious, other state, or other federal violations based on misconduct of any kind, based upon or related to her employment or separation from employment based on acts up to and including the effective date of this Agreement. Employee further agrees that, immediately upon executing this Agreement, she will withdraw in writing and cause to be dismissed with prejudice in its/their entirety any and all lawsuits, complaints, charges, or claims against Agency regardless of whether they are specifically referred to herein.

In addition to the various general releases of liability and agreements to dismiss and/or forgo any lawsuits, complaints, charges, or claims against the Agency based on acts up to and including the effective date of this Agreement, Employee understands and agrees that she is waiving any rights she has, may have had, or may have, to pursue any and all remedies available to her under any employment-related cause of action against the Agency, including, but not limited to, any claims for discrimination, harassment, and/or retaliation, claims under the Ralph M. Brown Act (Gov. Code, §§ 54950, et seq.), the Fair Employment and Housing Act (Gov. Code, §§ 12900, et seq.), the California Family Rights Act (Gov. Code, § 12945.2), the Unruh and George Civil Rights Acts (Civ. Code, §§ 51, et seq.) the California Labor Code and any wage orders or similar directives or authorities issued by any federal or state authority having enforcement powers, the United States Constitution, the California Constitution, Title VII of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000e et seq.), the Age Discrimination in Employment Act (29 U.S.C. § 621, et seq.), the Equal Pay Act (29 U.S.C. § 206(d)), the Fair Labor Standards Act (29 U.S.C. § 201, et seq.), the Family and Medical Leave Act (29 U.S.C. § 2601, et seq.), Sections 1981-88 of Title 42 of the United States Code (48 U.S.C. § 1981, et seq.), the Americans with Disabilities Act (42 U.S.C. § 12101, et seq.), claims of retaliation or whistle-blowing (including but not limited to California Labor Code § 1102.5 et seq. and Government Code § 12653), claims for breach of any type of contract, including written, oral, or implied, breach of any covenant, promise or representation, whether express or implied, and all other claims arising in contract, tort, or equity or under any other statute, federal, state, or local statute related to Employee's employment arising prior to the date of execution of this Agreement, all of which are waived. It is specifically acknowledged by the Parties to this Agreement that the provisions of this Agreement are confined to the Parties only and are intended to definitely resolve all disputes between the Agency and Employee and between Employee and any and all present or former Agency employees up to the effective date of this Agreement and has no evidentiary impact on administrative/civil proceedings that may be brought by the Agency against present or former Agency employees.

This Agreement does not limit Employee's ability to bring an administrative charge with an administrative agency, but Employee expressly waives and releases any right to recover any type of personal relief from the Agency, including monetary damages or reinstatement, in any administrative action or proceeding, whether state or federal, and whether brought by Employee or on her behalf by an administrative agency, related in any way to the matters released herein. Furthermore, nothing in this Agreement prohibits Employee from reporting possible violations of law or regulations to any government agency or entity, including but not limited to the Equal Employment Opportunity Commission, the California Civil Rights Department, the Department of Labor and/or the Department of Justice, or making other disclosures that are protected under whistleblower provisions of law. Employee does not need prior authorization of the Agency to make any such reports or disclosures and is not required to notify the Agency that she has made such reports or disclosures. Nothing in this agreement prevents Employee from discussing or

disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Employee has reason to believe is unlawful. Employee shall have five days to consider this Agreement, but may voluntarily sign the agreement before the expiration of the five day-period. Employee has the right, and hereby is advised of the right, to seek the assistance of an attorney of her choice prior to executing the Agreement.

5. Waiver of Rights or Claims Pursuant to Title 29 of the Code of the Laws of the United States of America and Chapter 14, Entitled "Age Discrimination in Employment" and Other Rights. The Age Discrimination in Employment Act of 1967 ("ADEA"; 29 U.S.C. §§ 621-634) makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act ("OWBPA"; 29 U.S.C. §§ 626, et seq.) augments the ADEA and prohibits the waiver of any right or claim under the ADEA unless the waiver is knowing and voluntary. By entering into this Agreement, Employee acknowledges that, in exchange for consideration stated herein, she knowingly and voluntarily waives and releases any rights that she may have under the ADEA and/or OWBPA. Employee further acknowledges that she has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:


- a. This waiver/release is written in a manner that is understood by her.
- b. She is aware of, and has been advised by a representative or legal counsel of her own choosing, or has had the opportunity to consult and be advised, of her rights under the ADEA and OWBPA and the legal significance of her waiver of any possible claims she may have under the ADEA, OWBPA, or similar age discrimination laws.
- c. Employee hereby acknowledges and agrees that she has been given a period of at least twenty-one (21) days within which to consider entering into this Agreement, and the waiver and release of any rights she may have under the ADEA, the OWBPA, or similar age discrimination laws, but she may, in the exercise of her own discretion, sign or reject this Agreement at any time before the expiration of the twenty-one (21) day period, in which case Employee expressly waives this twenty-one (21) day review period.
- d. The waivers and releases set forth in this provision shall not apply to any rights or claims that may arise after the effective date of this Agreement.
- e. Employee has had an opportunity to discuss this waiver and release with, and to be advised with respect thereto, by an attorney of her choice, and she does not need additional time to review and consider this Agreement.
- f. Employee has a period of seven (7) calendar days following the execution of this Agreement to revoke it. The Agreement shall not become effective or enforceable until the revocation period has expired pursuant to 29 U.S.C. Section 626(f)(1)(G). As regards this paragraph, Employee acknowledges that she has received valuable consideration for her waiver of rights, that she knows of her

right to consult an attorney prior to executing this Agreement, has done or so waived her right to do so, and knowingly and voluntarily waives her rights under 29 U.S.C. 621, et seq. If Employee desires to revoke the Agreement, she must give express and actual written notice of revocation to the Agency within seven (7) calendar days after she executes this Agreement. Such notice of revocation shall be effective only if and when received in writing by the General Manager's Office before 5:00 p.m. on the seventh (7th) calendar day after Employee signs this Agreement.

EMPLOYEE ACKNOWLEDGES BY HER SIGNATURE THAT SHE FULLY UNDERSTANDS HER RIGHT TO DISCUSS THIS WAIVER WITH LEGAL COUNSEL, THAT SHE HAS CAREFULLY READ AND FULLY UNDERSTANDS THE WAIVER, AND THAT SHE IS VOLUNTARILY AGREEING TO WAIVE ANY CLAIMS THAT SHE HAS OR MAY HAVE UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT, THE OLDER WORKERS BENEFIT PROTECTION ACT, AND ANY OTHER LAWS PROHIBITING AGE DISCRIMINATION IN EMPLOYMENT ARISING FROM OR RELATED OR ATTRIBUTABLE TO THE PARTIES' ALLEGATIONS OR CLAIMS.

6. Waiver of Civil Code Section 1542. Employee hereby expressly waives, to the fullest extent permitted by law, the provisions and benefits of California Civil Code Section 1542, which provides:

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.


Employee's Initials

Employee acknowledges that she is aware that she may hereafter discover facts in addition to or different from those which she knows or believes to be true with respect to her employment with the Agency and this Agreement, but that it is her intention to fully, finally, and forever settle and release any and all disputes and differences arising from or related to her employment with the Agency and retirement therefrom, known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore have existed between the Parties. Employee acknowledges that the releases in this Agreement given shall be in effect, and remain in effect, as full and complete general releases arising from her employment, notwithstanding the discovery or existence of any such additional facts.

7. Return of Agency and Employee's Property. On or before the effective date of this Agreement, Employee shall return to the Agency any and all Agency-owned property in her possession, custody or control, including but not limited to, any and all keys to Agency vehicles, property or facilities, any Agency records, documents, materials, computer disks, computers, mobile devices, and passwords. Further, Employee shall not alter, delete, eliminate, remove, or destroy any information, data or other electronic records, documents, or materials stored on any computer, internet or electronic device or unit owned by the Agency, except that Employee shall

have the right to remove personal information stored on such devices, such as bank account information and social media usernames and passwords. Additionally, if she has not already done so, Employee shall remove all belongings from her office or workspace and follow all other necessary steps and procedures that are consistent with the normal exit process for Agency employees whose employment with the Agency ends. Likewise, the Agency shall return to Employee any and all of her personal property in its possession, custody or control.

Employee agrees that during the course of employment with the Agency, Employee had access to confidential and proprietary information (“confidential information”) pertaining to the Agency. Employee understands that confidential information is considered to be secret and proprietary to the Agency and is a valuable asset of the Agency. Employee agrees not to make use whatsoever, directly or indirectly, of the Agency’s confidential information for Employee’s personal benefit or for the benefit of any other person, firm, corporation, or entity.

8. No Precedent. This Agreement is in no way intended, and shall in no way be construed, to restrict rights guaranteed to the Agency under local, state or federal law, rule, policy or agreement or to establish a precedent in this or any other matter, now or in the future.

9. Entire Agreement and Admissibility. This Agreement constitutes the complete understanding between Employee and the Agency, and supersedes any and all prior agreements, promises, representations, or inducements, no matter their form, concerning the subject matter of this Agreement and all facts and circumstances arising from Employee’s employment or separation from employment. No agreements, promises, representations, or inducements made subsequent to this Agreement will be binding unless recorded in a written document, which specifically references this Agreement and is signed by the authorized representatives of the Parties. The Parties acknowledge that this Agreement may be used as evidence in any subsequent proceeding in which either party alleges a breach of this Agreement or seeks to enforce its terms, provisions, or obligations, or as compelled by law.

10. Severability. Should any of the provisions or terms of this Agreement be determined illegal, invalid, or unenforceable by any court or governmental agency of competent jurisdiction, validity of the remaining parts, terms, or provisions will not be affected thereby, and any illegal, invalid, or unenforceable part, term, or provision will be deemed to not be a part of this Agreement.

11. Governing Law. This Agreement is entered into and will be construed in accordance with the law of the State of California. Any action or motion to enforce the terms or conditions of this Agreement must be brought only in the County of Kern Superior Court or the United States Court for the Eastern District of California.

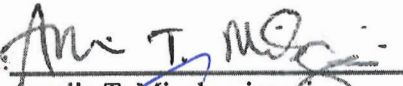
12. Attorneys’ Fees. Each Party will bear its own costs, expenses, and attorneys’/representatives’ fees incurred in connection with the proceedings and events resulting in and preceding this Agreement, or in connection with any other claims made or investigated by either Party against the other in any forum (civil, criminal, administrative or quasi-administrative), and each Party to this Agreement expressly waives any claim for recovery of any such costs, expenses, or attorneys’/representatives’ fees from the other Party.

13. **Counterparts.** This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

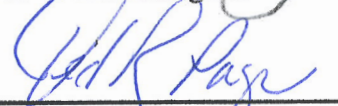
14. **Effective Date.** The terms and conditions of this Agreement shall not take effect until the 8th day following Employee's execution of this Agreement or the day of the Agency's execution of this Agreement, whichever is later, provided Employee does not renounce the Agreement prior to the 8th day following her execution and the Agency signs before the expiration of the revocation period. If Employee renounces or rescinds the Agreement before the 8th day following her execution, the Agreement shall be null and void, and the Parties will return to the same position they were in as of the date Employee executed the Agreement.

PLEASE READ THIS DOCUMENT CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE BY EMPLOYEE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated: 3/22/24

Signed: 
Amelia T. Minaberrigarai

Dated: 3/26/24

Signed: 
Kern County Water Agency